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रजिस्ट्री सं. डी. एल. (एन) 04/0007/2003-05

REGD. NO. D. L. (N) 04/0007/2003-05



# भारत का राजपत्र The Gazette of India

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No. 18] NEW DELHI, APRIL 24—APRIL 30, 2011, SATURDAY/VAISAKHA 4—VAISAKHA 10, 1933

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृष्ठक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए संविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

विधि और न्याय मंत्रालय  
(विधि कार्य विभाग)

नई दिल्ली, 20 अप्रैल, 2011

का. आ. 1153.—केन्द्रीय सरकार, स्वापक औषधि और मनःप्रभावी पदार्थ अधिनियम, 1985 (1985 का 61) की धारा 30 के साथ पठित दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री ए. आर. गुप्ता, अधिवक्ता को स्वापक औषधि और मनःप्रभावी पदार्थ अधिनियम, 1985 के अधीन मुंबई स्थित उच्च न्यायालय के समक्ष सभी आपराधिक मामलों का संचालन करने के प्रयोजन के लिए तीन वर्ष की अवधि के लिए या अगले आदेश तक, इनमें से जो भी पूर्वतर हो, इस शर्त के अधीन रहते हुए विशेष लोक अभियोजक नियुक्त करती है कि श्री ए. आर. गुप्ता, अधिवक्ता विशेष लोक अभियोजक के रूप में अपनी नियुक्ति की अवधि के दौरान ऊपर निर्दिष्ट किसी आपराधिक मामले में भारत संघ या केन्द्रीय सरकार के किसी विभाग या कार्यालय के विरुद्ध स्वापक औषधि और मनःप्रभावी पदार्थ अधिनियम, 1985 के अधीन मुंबई स्थित उच्च न्यायालय के समक्ष उपसंज्ञात नहीं होंगे।

[फा. सं. 23(2)/2010—न्यायिक]

अशोक कुमार, संयुक्त सचिव और विधि सलाहकार

MINISTRY OF LAW AND JUSTICE  
(Department of Legal Affairs)

New Delhi, the 20th April, 2011

S.O. 1153.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), read with Section 30 of Narcotics Drugs and Psychotropic Substances Act, 1985 (61 of 1985), the Central Government hereby appoints Shri A. R. Gupta, Advocate as Special Public Prosecutor, for the purpose of conducting all criminal cases before the High Court of Judicature at Mumbai constituted under the Narcotic Drugs and Psychotropic Substances Act, 1985 for a period of three-years or until further orders, whichever is earlier, subject to the condition that Shri A. R. Gupta, Advocate shall not appear against the Union of India or any Department or Office of the Central Government in any criminal case referred to above in the High Court of Judicature at Mumbai under the Narcotic Drugs and Psychotropic Substances Act, 1985 during the period of his appointment as Special Public Prosecutor.

[F. No. 23(2)/2010-Judl.]

ASHOK KUMAR, Jt. Secy. & Legal Adviser

**कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय**

(कार्मिक एवं प्रशिक्षण विभाग)

नई दिल्ली, 20 अप्रैल, 2011

क्र. आ. 1154.—के द्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 की केन्द्रीय अधिनियम सं. 25) की धारा 6 के साथ पठित केन्द्रीय अधिसूचना अधिनियम, 1897 (1897 की केन्द्रीय अधिनियम सं. 10) की धारा 21 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, राजस्थान सरकार के आदेश सं. एफ-19(1)एच-5/2011 दिनांक 19-01-2011 के द्वारा दिल्ली विशेष पुलिस स्थापना के सदस्यों को श्री सुरेश, शाखा प्रमुख, सीबीआई, एसीबी, जयपुर की शिकायत पर श्री सचिन्द्र गोविल के विरुद्ध केन्द्रीय अन्वेषण ब्यूरो, नई दिल्ली की ई.ओ.यू.-5 एकक में वन्यजीव (संरक्षण) अधिनियम, 1972 की धारा 51 सपठित धारा 40 (2) एवं 49 (सी) के अधीन पंजीकृत केस आरसी 0622010ई 0009 के अंतर्गत केन्द्रीय अन्वेषण ब्यूरो, जयपुर में पंजीकृत केस आरसी जेएआई 2010 एस 0019 के अधीन सचिन्द्र गोविल के गृह तलाशी के दौरान बरामद वन्यजीव वस्तुओं के अन्वेषण तथा उपर्युक्त अपराध से संबंधित अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण राजस्थान राज्य पर करती है।

[फा. सं. 228/10/2011-एवीडी-II]

वी. एम. रत्नम, उप सचिव

**MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS**

(Department of Personnel and Training)

New Delhi, the 20th April, 2011

S.O. 1154.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Rajasthan, Home (Group-V) Department Jaipur vide Notification No. F-19(1)/H-5/2011 dated 19th January, 2011, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Rajasthan for investigation of Case RC No. 062201 E0009 under section 51 read with 40(2) and 49-C of the Wild Life (Protection) Act, 1972 (Act No. 53 of 1972) relating to recovery of Wildlife Articles against Shri Shachindra Govil, Plot No. 258, Officer Campus Extension, Dolphin International School, Sirsi Road, Jaipur and attempt, abetment and conspiracy in relation to or in connection with the above mentioned offence and any other offence or offences committed in course of the same transaction or arising out of the same facts.

[F.No. 228/10/2011-AVD-II]

V. M. RATHNAM, Dy. Secy.

नई दिल्ली, 25 अप्रैल, 2011

क्र. आ. 1155.—दण्ड प्रक्रिया संहिता, 1973 (1974 का अधिनियम संख्या 2) की धारा 24 की उप-धारा (8) में प्रदत्त शक्तियों का उपयोग करते हुए, केन्द्र सरकार एतद्वारा श्री यू. यू. ललित, अधिवक्ता को विशेष न्यायाधीश के न्यायालय, केन्द्रीय अन्वेषण ब्यूरो, नई दिल्ली तथा अपीलीय रिवीजनल न्यायालयों में अपील/रिवीजन तथा इनसे संबंधित अन्य किसी मामले में 2G (2 जी) स्पेक्ट्रम मुकदमे के अभियोजन के लिए विशेष अभियोजक नियुक्त करती है।

[फा. सं. 225/17/2011-एवीडी-II]

वी. एम. रत्नम, उप सचिव

New Delhi, the 25th April, 2011

S.O. 1155.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri U. U. Lalit, Advocate as Special Public Prosecutor to conduct prosecution of cases related to 2G Spectrum in the Court of Special Judge, Central Bureau of Investigation, New Delhi and appeals/revisions in the appellate/revisional courts and any other matter connected therewith or incidental thereto.

[F.No. 225/17/2011-AVD-II]

V. M. RATHNAM, Dy. Secy.

**कार्यालय मुख्य आयकर आयुक्त**

जयपुर, 21 अप्रैल, 2011

सं. 01/2011-12

क्र. आ. 1156.—आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43 वां) की धारा 10 के खण्ड (23 सी) की उपधारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य आयकर आयुक्त, जयपुर एतद्वारा 19-04-2011 एवं आगे के लिए कथित धारा के उद्देश्य से "तिलक एजुकेशन सोसायटी, जयपुर (स्थाई खाता संख्या AABTT2184R)" को स्वीकृति देते हैं।

2. मूलतः सोसायटी ने नि. व 2010-11 एवं आगे के अनुमोदन के लिए आवेदन किया है। बाद में, दिनांक 16-04-2011 को हुई सोसायटी की प्रबन्धन समिति की बैठक में सोसायटी ने मूल उद्देश्यों के विलेख में से कुछ उपबन्धों को हटा दिया और दिनांक 19-04-2011 से सोसायटी के रजिस्ट्रार द्वारा नए विलेख का पंजीकरण किया गया है। उपरोक्त के मद्देनजर नि. व. 2010-11 एवं आगे के लिए के बजाय, सोसायटी का अनुमोदन दिनांक 19-04-2011 एवं आगे के लिए मंजूर किया जाता है।

3. बशर्ते कि समिति आयकर नियम 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 की धारा 10 के उपखण्ड (23 सी) की उपधारा (vi) के प्रावधानों के अनुरूप कार्य करे।

[क्रमांक: मुआआ/अआआ/(मु)/जय/10(23सी)(vi)/11-12/344]

मुकेश भान्ती, मुख्य आयकर आयुक्त

# OFFICE OF THE CHIEF COMMISSIONER OF INCOME TAX

Jaipur, the 21st April, 2011

No. 01/2011-12

**S.O. 1156.**—In exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax, Jaipur hereby approves "Tilak Education Society, Jaipur (PAN-AABTT2184R)" for the purpose of said section w.e.f. 19-04-2011 & onwards.

2. Initially, the society has applied for approval for A. Y. 2010-11 & onwards. Subsequently, in the meeting of the Managing Committee of the society held on 16-04-2011, the society has removed certain clauses from the original object deed and the new deed has been registered by the Registrar of Societies, Jaipur on 19-04-2011. In view of the above, the approval to the society has been granted w.e.f. 19-04-2011 & onwards instead of A.Y. 2010-11 & onwards.

3. Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

[No. CCIT/JPR/Addl.CIT(Hqrs.)/10(23C)(vi)/2011-12/344]

**MUKESH BHANTI, Chief Commissioner of Income-tax**

वित्त मंत्रालय

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 28 अप्रैल, 2011

**का. आ. 1157.**—सर्वसाधारण की जानकारी के लिए एतद्द्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5इ के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उप-धारा (1) के खंड (ii) के प्रयोजनार्थ कर निर्धारण वर्ष 2010-11 के आगे से संगठन चेट्टीनाद अकादमी आफ रिसर्च एंड एजुकेशन, कान्चीपुरम को निम्नलिखित शर्तों के अधीन अनुसंधान कार्यकलापों में अंशतः लगी 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात् :—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा ;
- (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा जिसमें अनुसंधान करने के लिए प्रयुक्त राशि उसमें

दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा ;

- (iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा ।

2. केन्द्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित संगठन :—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अलग बही खाता नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5इ के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा ।

[अधिसूचना सं. 21/2011/फा. सं. 203/41/2010-आ.क.नि.-II]

अजय गोयल, निदेशक (आ.क.नि. II)

**MINISTRY OF FINANCE**

(Department of Revenue)

(Central Board of Direct Taxes)

New Delhi, the 28th April, 2011

**S.O. 1157.**—It is hereby notified for general information that the organization Chettinad Academy of Research and Education, Kanchipuram has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules), from Assessment year 2010-11 onwards in the category of 'Other Institution', partly engaged in research activities subject to the following conditions, namely :—

- (i) The sums paid to the approved organization shall be utilized for scientific research;

- (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
  - (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;
  - (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor accompany the report of audit referred to above.
2. The Central Government shall withdraw the approval if the approved organization :—
- (a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
  - (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
  - (c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
  - (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
  - (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 21/2011/F.No. 203/41/2010/ITA-II]

AJAY GOYAL, Director (ITA-II)

नई दिल्ली, 28 अप्रैल, 2011

का. आ. 1158.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5इ के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उप-धारा (1) के खंड (iii) के प्रयोजनार्थ कर निर्धारण वर्ष 2010-11 के आगे से संगठन इंडियन सोसायटी आफ इंटरनेशनल लॉ, नई दिल्ली को निम्नलिखित शर्तों के अधीन अनुसंधान कार्यकलापों

में लगी 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात् :—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग सामाजिक विज्ञान में अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से सामाजिक विज्ञान या सांख्यिकीय अनुसंधान करेगा ;
- (iii) अनुमोदित संगठन खाता बही रखेगा तथा उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकर द्वारा विधिवत् सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा ;
- (iv) अनुमोदित संगठन सामाजिक विज्ञान में अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत् सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा ।

2. केंद्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित संगठन :—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित सामाजिक विज्ञान में अनुसंधान अथवा सांख्यिकीय अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5इ के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (iii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा ।

[अधिसूचना सं. 22/2011/फा. सं. 203/43/2010-आ.क.नि.-II]

अजय गoyal, निदेशक (आ.क.नि.-II)

New Delhi, the 28th April, 2011

S.O. 1158.—It is hereby notified for general information that the organization Indian Society of International Law, New Delhi has been approved by the Central Government for the purpose of clause (iii) of sub-



section (1) of section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules), with effect assessment year 2010-11 onwards in the category of 'Other Institution', partly engaged in research activities subject to the following conditions, namely :—

- (i) The sums paid to the approved organization shall be utilized for research in social sciences;
- (ii) The approved organization shall carry out research in social science or statistical research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain books of accounts and get such books audited by an accountant as defined in the explanation to sub-section (2) of section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of section 139 of the said Act;
- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for research in social sciences and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :—

- (a) fails to maintain books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for research in social sciences or statistical research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (iii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 22/2011/F. No. 203/43/2010/ITA-II]

AJAY GOYAL, Director (ITA-II)

नई दिल्ली, 28 अप्रैल, 2011

का. आ. 1159.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5इ के

साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उप-धारा (1) के खंड (iii) के प्रयोजनार्थ कर निर्धारण वर्ष 2010-2011 के आगे से संगठन सेंटर फॉर सोशल स्टडीज, सूरत को निम्नलिखित शर्तों के अधीन अनुसंधान कार्यकलापों में लगी 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात् :—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग सामाजिक विज्ञान में अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से सामाजिक विज्ञान या सांख्यिकीय अनुसंधान करेगा;
- (iii) अनुमोदित संगठन खाता बही रखेगा तथा उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी ऐसी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकर द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा;
- (iv) अनुमोदित संगठन सामाजिक विज्ञान में अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा।

2. केंद्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित संगठन :—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित सामाजिक विज्ञान में अनुसंधान अथवा सांख्यिकीय अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5इ के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (iii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 23/2011/फा. सं. 203/46/2010-आ.क.नि.-II]

अजय गोयल, निदेशक (आ.क.नि.-II)

New Delhi, the 28th April, 2011

**S.O. 1159.**—It is hereby notified for general information that the organization Centre for Social Studies, Surat has been approved by the Central Government for the purpose of clause (iii) of sub-section (1) of section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules), with effect assessment year 2010-11 onwards in the category of 'Other Institution', partly engaged in research activities subject to the following conditions, namely :—

- (i) The sums paid to the approved organization shall be utilized for research in social sciences;
- (ii) The approved organization shall carry out research in social science or statistical research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain books of accounts and get such books audited by an accountant as defined in the explanation to sub-section (2) of section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of section 139 of the said Act;
- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for research in social sciences and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :—

- (a) fails to maintain books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for research in social sciences or statistical research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (iii) of sub-section (1) of section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 22/2011/F. No. 203/46/2010/ITA-II]

AJAY GOYAL, Director (ITA-II)

विदेश मंत्रालय

(सीपीवी प्रभाग)

नई दिल्ली, 19 अप्रैल, 2011

**का. आ. 1160.**—राजनयिक और कौंसलरी ऑफिसर (शपथ और फीस) के अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में, केंद्र सरकार एतद्वारा श्री पी. आनंद कुमार, पी.ए. को 19-4-2011 से भारत के राजदूतावास, आबू धाबी में सहायक कौंसलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/1/2006]

आर. के. पेरिन्डिया, अवर् सचिव (कौंसलर)

MINISTRY OF EXTERNAL AFFAIRS

(CPV Division)

New Delhi, the 19th April, 2011

**S.O. 1160.**—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorize Shri P. Anand Kumar, PA Embassy of India, Abu Dhabi to perform the duties of Assistant Consular Officer with effect from 19th April, 2011.

[No. T. 4330/01/2006]

R. K. PERINDIA, Under Secy. (Consular)

परमाणु ऊर्जा विभाग

मुंबई, 21 अप्रैल, 2011

**का. आ. 1161.**—केन्द्रीय सरकार, परमाणु ऊर्जा विभाग के प्रशासनिक नियंत्रण के अधीन एक उपक्रम नामतः इलेक्ट्रॉनिक्स कारपोरेशन ऑफ इंडिया लिमिटेड, हैदराबाद के अधीनस्थ कार्यालय इलेक्ट्रॉनिक्स कारपोरेशन ऑफ इंडिया लिमिटेड, पश्चिमी आंचलिक कार्यालय, मुंबई, जिसके 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को राजभाषा नियम (संघ के शासकीय प्रयोजनों के लिए प्रयोग) 1976 के नियम 10 के उप-नियम (4) के अनुसरण में अधिसूचित करती है।

[सं. 6/7/94-हिन्दी/64]

डॉ. सी. बी. एस. वेंकटरमण, संयुक्त सचिव (उद्योग एवं खनिज)

DEPARTMENT OF ATOMIC ENERGY

Mumbai, the 21st April, 2011

**S.O. 1161.**—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for official purpose of the Union) Rules, 1976, the Central Government hereby notifies Electronics Corporation of India Ltd., the Western Zonal Office, Mumbai, a subordinate Office of the Electronics Corporation of India Ltd., Hyderabad an Undertaking under the administrative control of the Department of Atomic Energy, where more than 80% staff has acquired working knowledge of Hindi.

[No. 6/7/94-Hindi/64]

Dr. C. B. S. VENKATARAMANA, Jt. Secy. (I&M)

**स्वास्थ्य एवं परिवार कल्याण मंत्रालय**

नई दिल्ली, 6 अप्रैल, 2011

का.आ. 1162.—केन्द्रीय सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत-चिकित्सा परिषद से परामर्श करने के पश्चात्, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, नामतः :

2. एम. ए. रंगूनवाला दंत चिकित्सा विज्ञान कालेज एवं अनुसंधान केन्द्र, पुणे, महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक, द्वारा प्रदान की जाने वाली दंत-चिकित्सा डिग्रियों की मान्यता के संबंध में दंत-चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 60 की XVI के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियाँ इसके अंतर्गत अंतर्विष्ट की जाएंगी :-

“(vi) पेरीयोडोन्टोलाजी (यदि दिनांक 3-7-2010 को अथवा उसके पश्चात् प्रदान की गई हो )।	एम डी एस (पेरीयोडोन्टोलाजी) महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक
“(vii) कन्जर्वेटिव डेन्टिस्ट्री एवं एन्डोडोन्टिक्स (यदि दिनांक 29-6-2010 को अथवा उसके पश्चात् प्रदान की गई हो )।	एम डी एस (कन्जर्वेटिव डेन्टिस्ट्री), महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक”

[फा. सं. वी-12017/19/2006-डीई]

अनीता त्रिपाठी, अवर सचिव

**MINISTRY OF HEALTH AND FAMILY WELFARE**

New Delhi, the 6th April, 2011

S.O. 1162.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948) the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 and 3 against XVI of Serial No. 60, in respect of M.A. Ragoonwala College of Dental Sciences & Research Centre, Pune, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degree awarded by Maharashtra University of Health Sciences, Nashik, the following entries shall be inserted thereunder :—

“(vi) Periodontology (if granted on or after 3-7-2010)	MDS (Perio.), Maharashtra University of Health Sciences, Nashik
“(vii) Conservative Dentistry & Endodontics (if granted on or after 29-6-2010)	MDS (Cons. Dent.), Maharashtra University of Health Sciences, Nashik”

[F.No. 12017/19/2006-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 6 अप्रैल, 2011

का.आ. 1163.—केन्द्रीय सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत-चिकित्सा परिषद से परामर्श

करने के पश्चात् एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, नामतः :

2. डॉ. एन.टी. आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश द्वारा प्रदान की जाने वाली दंत-चिकित्सा डिग्रियों की मान्यता के संबंध में दंत-चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 50 के सामने दिए गए कॉलम 2 और 3 की मौजूदा प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियाँ इसके अंतर्गत अंतर्विष्ट की जाएंगी :-

“XIX एम एन आर दंत चिकित्सा कालेज संगारेड्डी, आंध्र प्रदेश बैचलर आफ डेंटल सर्जरी (यदि दिनांक 25-2-2011 को अथवा उसके पश्चात् प्रदान की गई हो) ।	बी डी एस डॉ. एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश”
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[फा. सं. वी-12017/33/2004-डीई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 6th April, 2011

S.O. 1163.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948) the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 and 3 against Serial No. 50, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Dr. NTR University of Health Sciences, Vijayawada, Andhra Pradesh, the following entries shall be inserted thereunder :—

“XIX. MNR Dental College,  
Sangareddy, Andhra Pradesh

Bachelor of Dental Surgery  
(if granted on or after  
25-02-2011)

BDS, Dr. NTR  
University of Health  
Sciences, Vijayawada,  
Andhra Pradesh”

[F.No. V. 12017/33/2004-DE]

ANITA TRIPATHI, Under Secy.

**CORRIGENDUM**

New Delhi, the 25th April, 2011

S.O. 1164.—In continuation to this Department's Notification No. U. 12012/161/2010-ME(P.II) dated 8-11-2010, and in exercise of the powers conferred by sub-section (2) of the Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely :—

In the said Schedule—

“against “Homi Bhabha National Institute (Deemed University), Mumbai”, under the heading ‘Abbreviation for Registration’ (column 3), the name of the Homi Bhabha National Institute, Bhabha Atomic Research Centre, Mumbai shall be added instead of Tata Memorial Centre, Mumbai”.

[F.No. U. 12012/161/2010-ME(P.II)]

ANITA TRIPATHI, Under Secy.

## उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

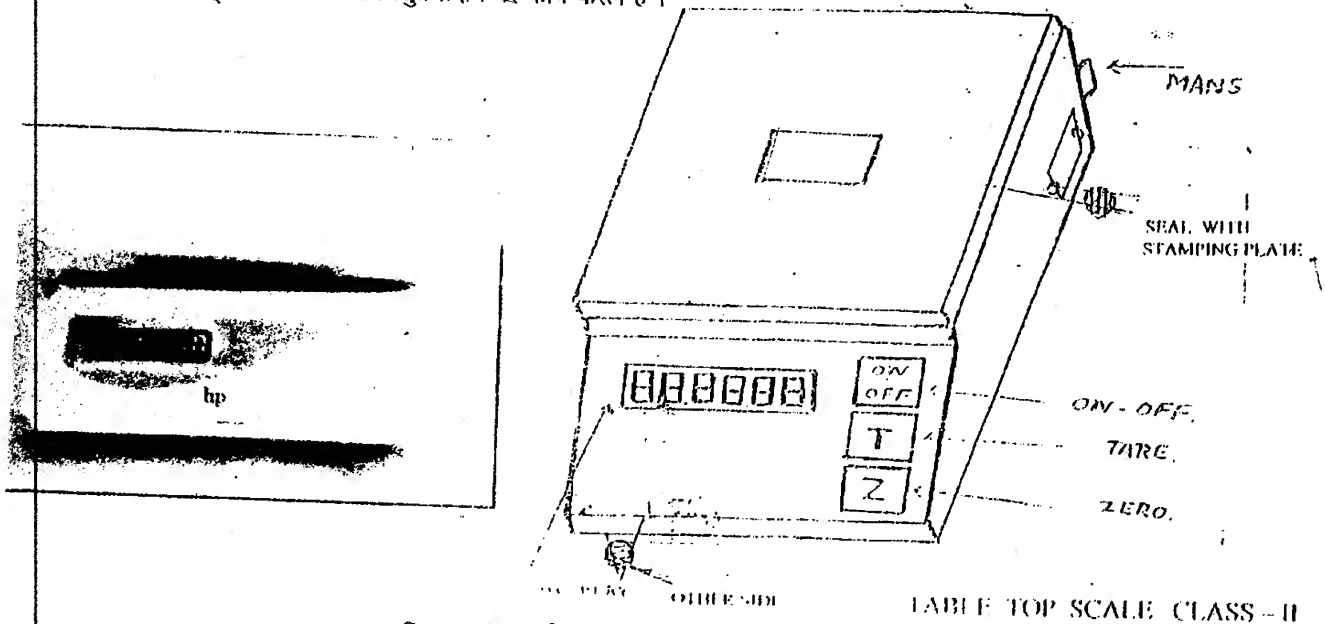
( उपभोक्ता मामले विभाग )

नई दिल्ली, 27 जनवरी, 2011

का.आ. 1165.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976(1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एचपी इलेक्ट्रॉनिक्स, शॉप नं. ए/106, प्रेमा आर्कड, तरकपुर एस टी स्टैंड के सामने, अहमदाबाद, 414001 (महाराष्ट्र) द्वारा मध्यम उच्च यथार्थता (यथार्थता वर्ग II) वाले "एचपीडब्ल्यूई 30" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटॉप टाइप) के मॉडल का, जिसके ब्रांड का नाम "एचपी" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/324 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटॉप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उतसर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



## आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

कपटपूर्ण व्यवहारों से बचने के लिए स्टाम्पिंग प्लेट पर सीलिंग प्वाइंट लगाया गया है। स्केल के बोटम प्लेट और टॉप कवर पर बनाए गए दो छेदों में से सीलिंग वायर निकाल कर सीलिंग की जाती है। उपकरण को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल के सीलिंग प्रावधान का स्कीमवार डायग्राम ऊपर दिया गया है।

उपकरण में केलिब्रेशन के लिए बाहरी पहुंच है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$  या  $5 \times 10^*$  के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(186)/2009]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

# MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 27th January, 2011

**S.O. 1165.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of high accuracy (Accuracy class-II) of series "hpwe 30" and with name "hp" (hereinafter referred to as the said model), manufactured by M/s. hp Elcetronics Shop No A/106, Prema Arked, Opp. Tarakpur S.T. Stand, Ahmednagar, 414001 (Maharashtra) which is assigned the approval mark IND/09/10/324;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 percent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1

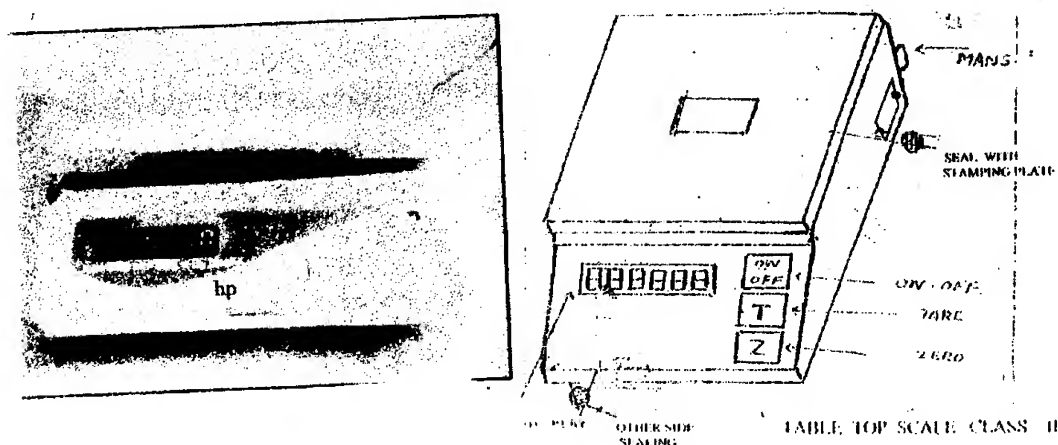


Figure-2 Schematic Diagram of sealing provision of the Model

Sealing point is affixed on the stamping plate to avoid the fraudulent uses. Sealing is done through the hole, made in the bottom plate and top cover of the scale, then sealing wire is passed through these two holes. The instrument can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg. to 50mg. and with verification scale interval (n) in the range of 500 to 50,000 for 'e' value of 100mg. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21/(186)2009]

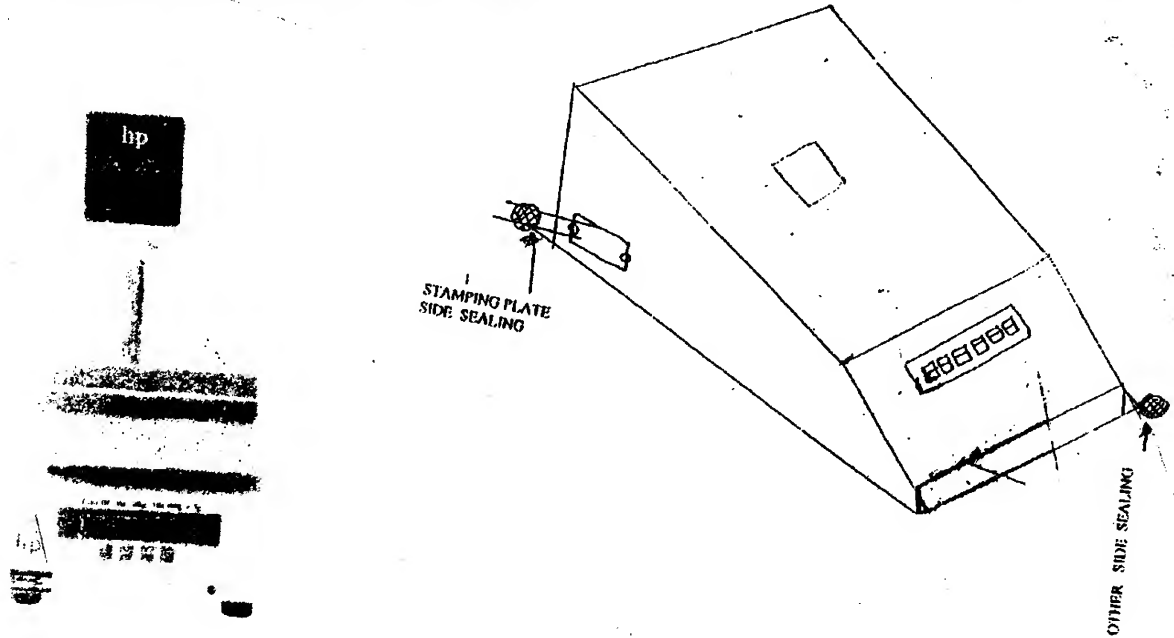
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 27 जनवरी, 2011

का.आ. 1166.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एचपी इलेक्ट्रॉनिक्स, शॉप नं. ए/106, प्रेमा आर्कड, तरकपुर एस टी स्टैंड के सामने, अहमद नगर, 414001 (महाराष्ट्र) द्वारा मध्यम उच्च यथार्थता (यथार्थता वर्ग III) वाले "एचपीडब्ल्यू टी 30" श्रृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "एचपी" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/325 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम—

कपटपूर्ण व्यवहारों से बचने के लिए और स्केल की स्टाम्पिंग के लिए, स्केल की बाड़ी में से लीड सील के साथ लीड वायर निकाल कर सीलिंग की जाती है। स्टाम्पिंग के लिए, सीलिंग वायर लीड सील के साथ स्केल की बाड़ी में से निकाल कर स्टाम्पिंग प्लेट से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में केलिब्रेशन के लिए बाहरी पहुंच है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$  या  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(186)/2009]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान



New Delhi, the 27th January, 2011

**S.O. 1166.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of Medium accuracy (Accuracy class-III) of series "hpwt 30" and with brand name "hp" (hereinafter referred to as the said model), manufactured by M/s. hp Elcetronics Shop No A/106, Prema Arked, Opp Tarapur S.T. Stand, Ahmednagar, 414001 (Maharashtra) which is assigned the approval mark IND/09/09/325;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 percent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1

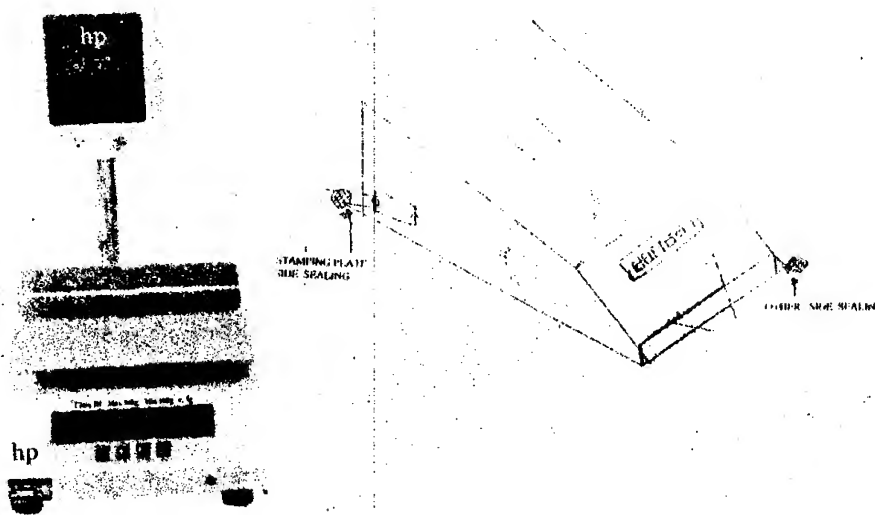


Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done by passing lead wire through the body of scale with the lead seal to get the stamping of the scale to avoid fraudulent use. The stamping plate is connected through sealing wire passing from the body of scale lead seal to get stamping. The instrument can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg. to 2g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[ F.No.WM-21/(186)/2009 ]

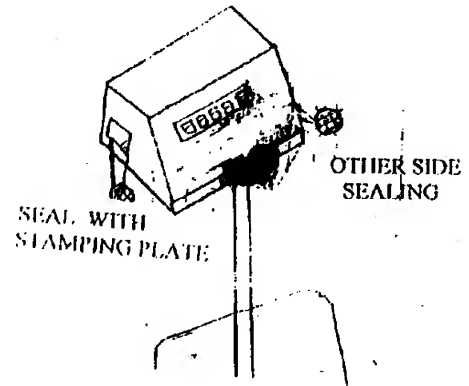
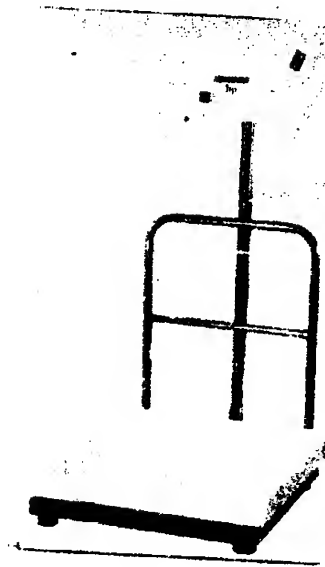
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 27 जनवरी, 2011

का.आ. 1167.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स एचपी इलेक्ट्रॉनिक्स, शॉप नं. ए/106, प्रेमा आर्कड, तरकपुर एस टी स्टैंड के सामने, अहमदनगर-414001 (महाराष्ट्र) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एचपीडब्ल्यूपी-1टी" श्रृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "एचपी" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/326 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 2 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

कपटपूर्ण उपयोग से बचने के लिए और स्केल की स्टाम्पिंग के लिए, स्केल की बाड़ी में से लीड सील के साथ लीड वायर निकाल कर सीलिंग की जाती है। सील से छेड़छाड़ किए बिना उपकरण को खोला नहीं जा सकता। मॉडल के सीलिंग प्रावधान का स्कीमवार डायग्राम ऊपर दिया गया है।

उपकरण में केलिब्रेशन के लिए बाहरी पहुंच है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम, की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से ज़िम्मे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मंक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$  या  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(186)/2009]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 27th January, 2011

**S.O. 1167.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of Medium accuracy (Accuracy class-III) of series "hpwp-IT" and with brand name "hp" (hereinafter referred to as the said model), manufactured by M/s. hp Elcetronics Shop No. A/106, Prema Arked, Opp Tarakpur S.T. Stand, Ahmednagar-414001 (Maharashtra) and which is assigned the approval mark IND/09/9/326;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates, 230Volts, 50Hertz alternative current power supply.

Figure-1

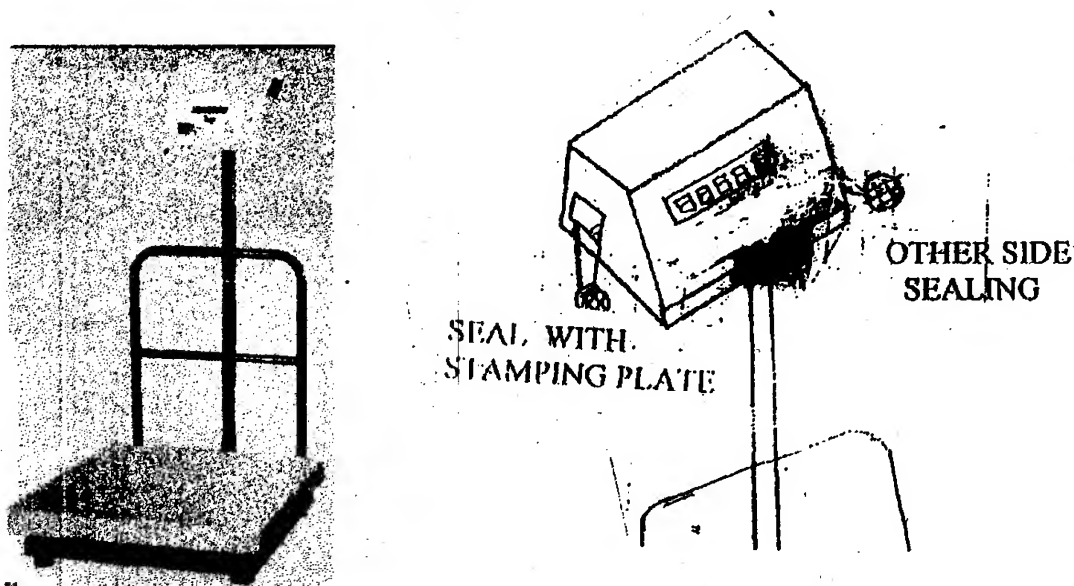


Figure-2 Sealing provision of indicator of model

Sealing is done by passing lead wire through the body of scale with the lead seal to get the stamping of the scale to avoid fraudulent use. The instrument can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 50kg. up to 5000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21/(186)/2009]

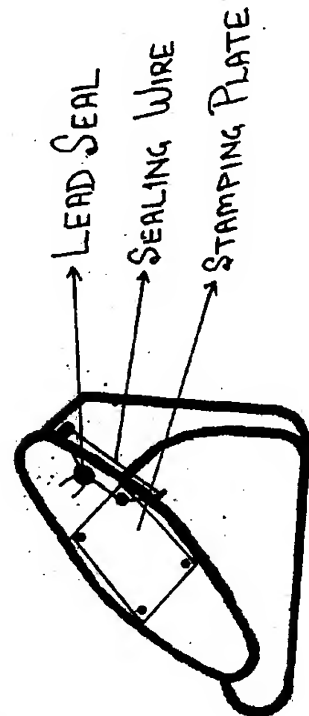
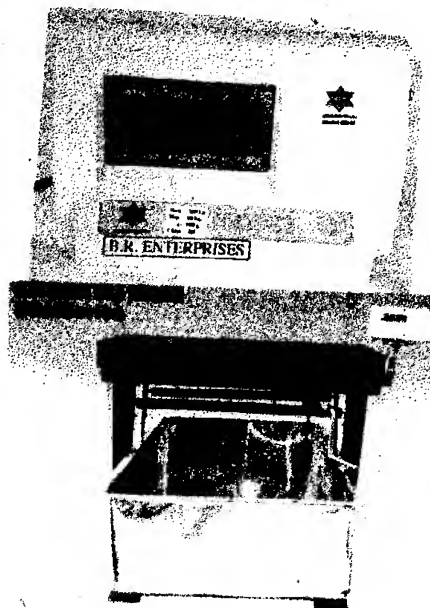
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 2 फरवरी, 2011

का.आ. 1168.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स बी.आर. इंटरप्राइज, 1ए/49 आवास विकास बुद्धी विहार, दिल्ली रोड, मुरादाबाद (उत्तर प्रदेश) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "बीआर-एम" श्रृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक मिल्क व्हीयर) के मॉडल का, जिसके ब्रांड का नाम "बी आर यूनिक्स" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/518 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक मिल्क व्हीयर) है। इसकी अधिकतम क्षमता 500 कि.ग्रा. है और न्यूनतम क्षमता 10 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 500 ग्रा. है इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

कपटपूर्ण व्यवहारों से बचने के लिए लीड सील को स्टॉपिंग प्लेट से जोड़कर इंडिकेटर के एक साइड के साथ जोड़ा जाता है। मॉडल को सीलबंद करने के उपबंध एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 1000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$  या  $5 \times 10^*$  के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(299)/2009]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 2nd February, 2011

**S.O. 1168.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Electronic Milk Weigher) with digital indication of Medium accuracy (Accuracy class-III) of series "BR- M" and with brand name "BR-UNIQUE" (hereinafter referred to as the said model), manufactured by M/s.B.R. Enterprises, 1A/149 Avas Vikas Budhi Vihar, Delhi Road, Moradabad (U.P.) and which is assigned the approval mark IND/09/09/518;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Electronic Milk Weigher) with a maximum capacity of 500kg and minimum capacity of 10kg. The verification scale interval (e) is 500g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230Volts or 50Hertz alternative current power supply.

Figure-1 Model

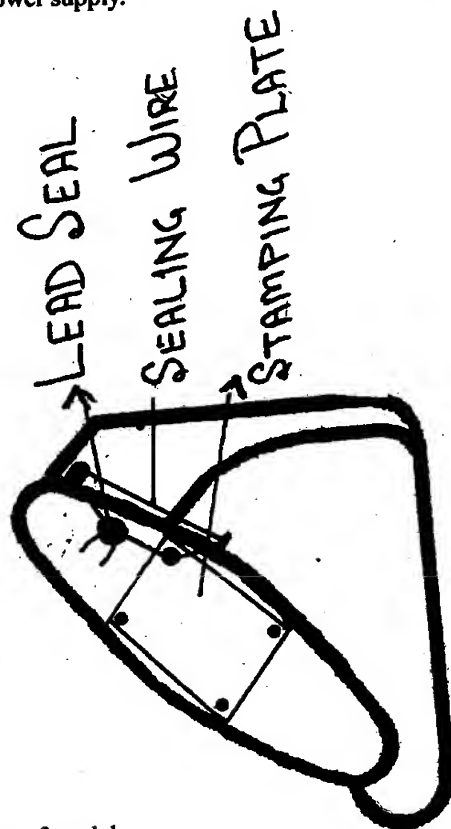
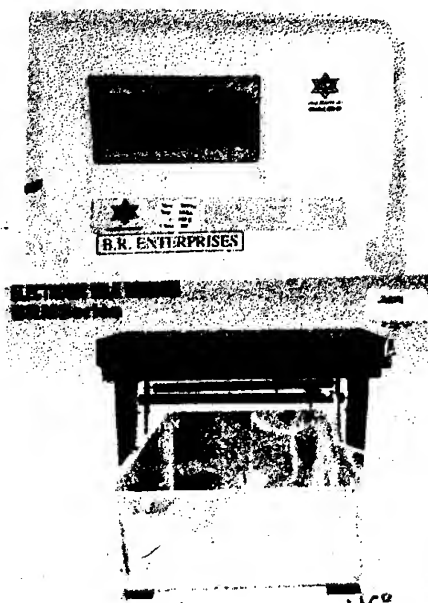


Figure-2 Sealing provision of the indicator of model

Lead Seal is joined to the stamping plate attached with one side of the indicator to avoid the fraudulent use. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg up to 1000kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21/(299)/2009]

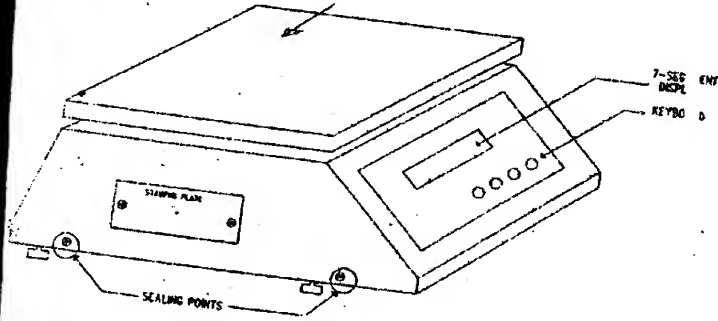
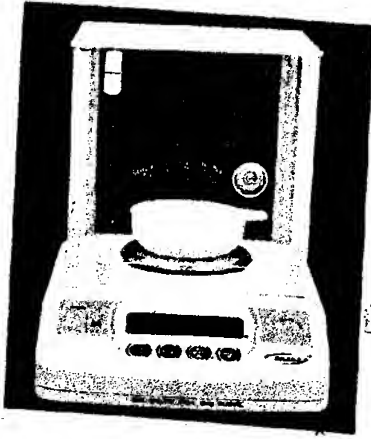
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 3 फरवरी, 2011

का.आ. 1169.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स बजाज स्केल्स # 86 (नया नं. 171) ब्राडवे, चेन्नै-600108 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग 11) वाले "बीएस-जे." श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "बजाज" है (जिसे इसमें इसका पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/379 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



#### आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

स्टाम्प और सीलिंग के सत्यापन के लिए वेइंग स्केल के दायीं तरफ आउटर कवर और तल प्लेट में काट कर दो छेद किए गए हैं और इन दोनों छेदों को लीड वायर से कसा गया है। उपकरण को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में केलिब्रेशन के लिए बाहरी पहुंच है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$  या  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सैंडब्ल्यू एम-21(131)/2009]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान



New Delhi, the 3rd February, 2011

**S.O. 1169.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of high accuracy (Accuracy class-II) of series "BS- J" and with brand name "BAJAJ" (hereinafter referred to as the said model), manufactured by M/s. Bajaj Scales #86 (new No. 171) Broadway, Chennai-600108 which is assigned the approval mark IND/09/09/379;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 percent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230Volts or 50Hertz alternative current power supply.

Figure-1 Model

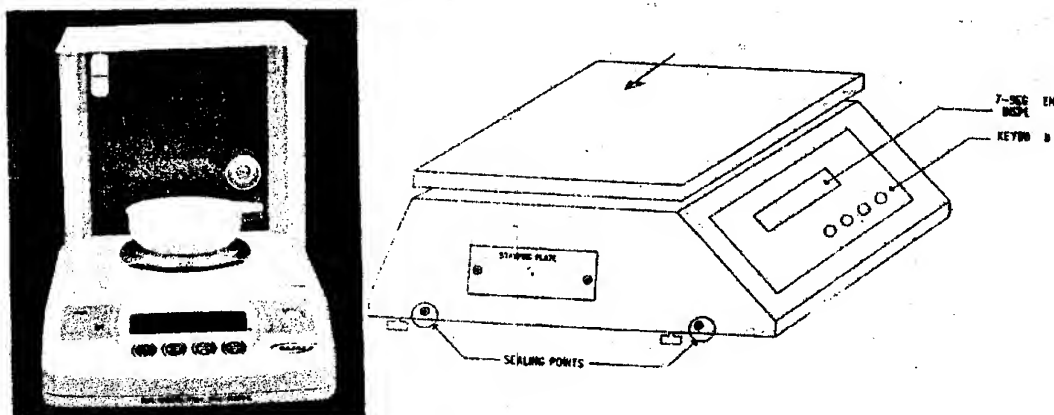


Figure-2 Schematic Diagram of sealing provision of the model

On the right side of the balance, two bored screws are fastened by a leaded sealing wire, passing under the outer cover and bottom plate, for receiving stamp and seal. The instrument can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg to 50 mg and with verification scale interval (n) in the range of 500 to 50,000 for 'e' value of 100mg or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[ F.No.WM-21/(131)/2009 ]

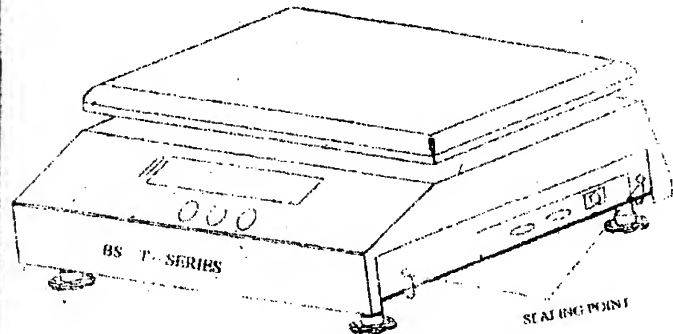
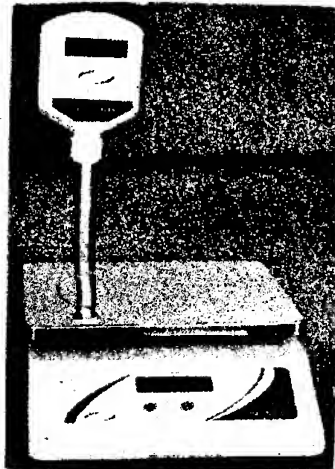
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 3 फरवरी, 2011

का.आ. 1170.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स बजाज स्कैल्स #86 (न्यू नं. 171) ब्रोडवे, चेन्नई-600108 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "बीएस-टी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटॉप टाइप) के मॉडल का, जिसके ब्रांड का नाम "बजाज" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/260 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटॉप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



#### आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

आउटर कवर और बाटम प्लेट काटकर वेइंग स्केल के दायीं तरफ दो छेद बनाए गए हैं और स्टाम्प और सील के सत्यापन के लिए इन छेदों में से लीडिड वायर निकालकर कसा गया है। वेइंग स्केल को सील तोड़े बिना खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और (ई) मान  $1 \times 10^*$ ,  $2 \times 10^*$  या  $5 \times 10^*$  के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(131)/2009]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 3rd February, 2011

**S.O. 1170.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of medium accuracy (Accuracy class-III) of series "BS- T" and with brand name "BAJAJ" (hereinafter referred to as the said model), manufactured by M/s. Bajaj Scales #86 (new No. 171), Broadway, Chennai-600108 which is assigned the approval mark IND/09/09/260;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 percent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1 Model.

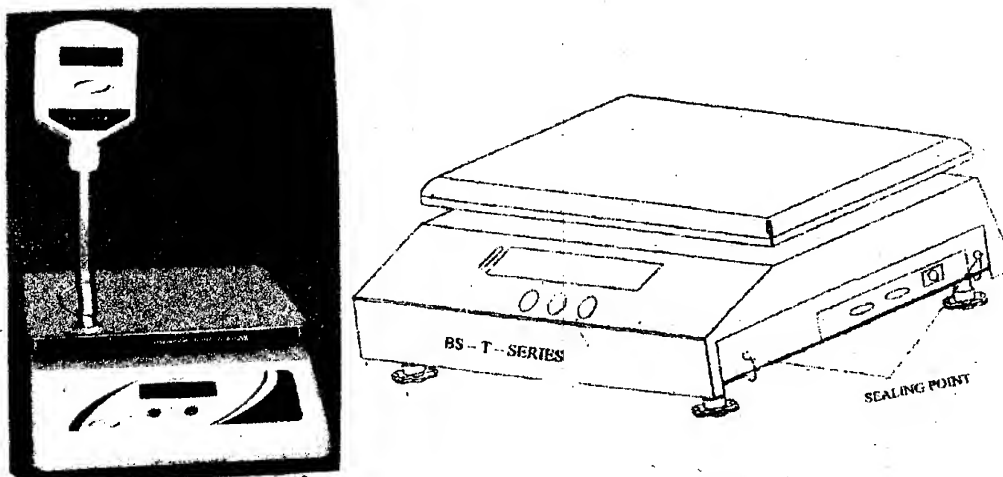


Figure-2 Schematic Diagram of sealing provision of the model

From the right side of the weighing scale two holes are made by cutting the outer cover and bottom plate and fastened by a leaded wire through these two holes for receiving the verification stamp and seal. The weighing scale can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg to 2g and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21/(131)/2009]

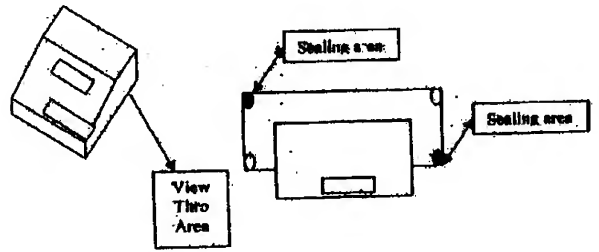
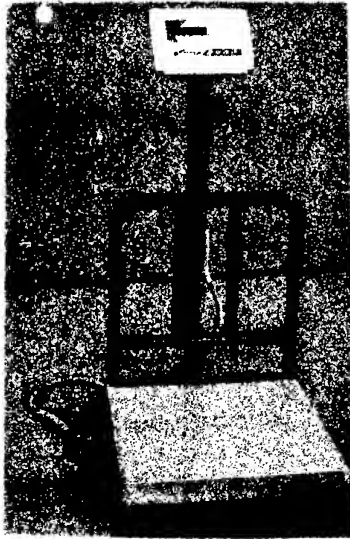
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 3 फरवरी, 2011

का.आ. 1171.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स बजाज स्केल्स #86 (न्यू नं. 171) ब्रोडवे, चेन्नई-600108 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "बीएस-पी" श्रृंखला के अंकक सूचक सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "बजाज" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/261 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 4 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 200 ग्रा. है इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



#### आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

आउटर कवर और बाटम प्लेट काटकर वेइंग स्केल के दायीं तरफ दो छेद बनाए गए हैं और स्ट्याम्प और सील के सत्यापन के लिए इन छेदों में से लीडिड कायर निकालकर कसा गया। वेइंग स्केल को सील तोड़े बिना खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक अधिकतम क्षमता वाले हैं और (ई) मान  $1 \times 10^*$ ,  $2 \times 10^*$  या  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(131)/2009]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 3rd February, 2011

**S.O. 1171.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section, 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (Accuracy class-III) of series "BS-P" and with brand name "BAJAJ" (hereinafter referred to as the said model), manufactured by M/s. Bajaj Scales #86 (new No. 171), Broadway, Chennai-600108 which is assigned the approval mark IND/09/09/261;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000kg and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with a 100 percent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230Volts or 50Hertz alternative current power supply.

Figure-1 Model

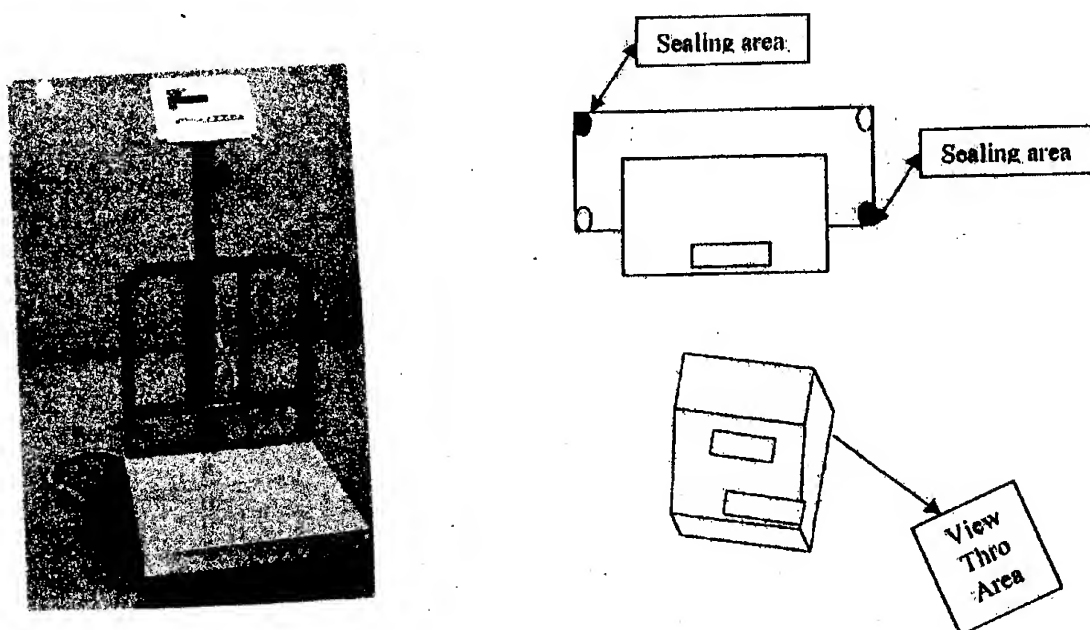


Figure-2 Schematic Diagram of sealing provision of the model

From the right side of the weighing scale two holes are made by cutting the outer cover and bottom plate and fastened by a leaded wire through these two holes for receiving the verification stamp and seal. The weighing scale can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity up to 50kg and up to 5000kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg to 2g and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21/(131)/2009]

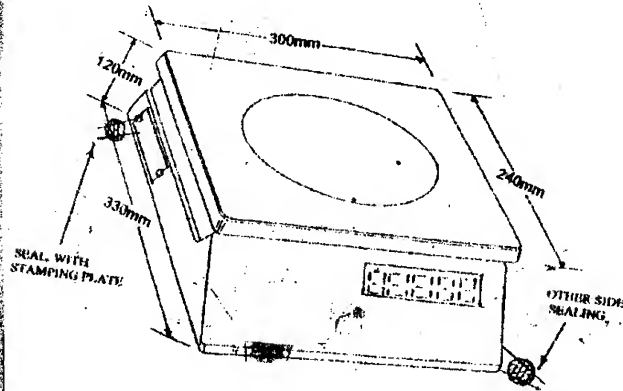
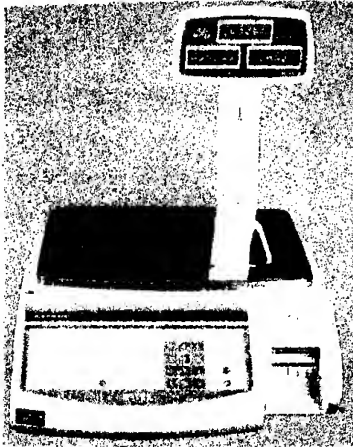
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 3 फरवरी, 2011

का.आ. 1172.—केन्द्रीय सरकार का, विहित प्राधिकारी नीदरलैंड मीटिनस्टिटूट (एन एम आई), नीदरलैंड द्वारा जारी माडल अनुमोदन प्रमाण पत्र के साथ उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स मोटेक्स स्केल्स कं. लि. 222-105, नाए डोंग, ओजेओंग-गु. बुछेआन -सिटी, कुन्गी-डु 421-160 कोरिया द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग 111) वाले "एमएल" श्रृंखला के अंकक सूचन सहित अस्वाचालित तोलन उपकरण (टेबलटॉप टाइप) के माडल का, जिसके ब्रांड का नाम "मोटेक्स" है (जिसे इसमें इसके पश्चात् उक्त माडल कहा गया है) और जिसे भारत में मैसर्स इंडेल वे सिस्टम प्रा.लि. 1/2 नटवर शाह सोसायटी, नियर हेवन पार्क शिल्बी होस्पिटल के पीछे, सेटेलाइट अहमदाबाद द्वारा बिक्री से पूर्व या बाद में बिना किसी बदलाव के विपणीत किया है और जिसे अनुमोदन चिह्न आई एन डी/13/09/457, समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

आकृति-1 माडल



आकृति -2 माडल को सीलिंग करने का योजनाबद्ध डायग्राम

उक्त माडल भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटॉप टाइप) है जिसकी अधिकतम क्षमता रेंज 6 कि.ग्रा.  $\leq$  मैक्स  $\leq$  32 कि.ग्रा. और सत्यापन मापमान अंतराल (ई) 1 ग्रा. और मापमान अंतराल एन  $\leq$  6400 सिंगल अंतराल के लिए और एन  $\leq$  3000 मल्टी अंतराल के लिए। यह मध्यम यथार्थता (यथार्थता वर्ग -III) से संबंधित है। इसमें एक आधेयतुलन युक्ति है जिसकी शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। उपकरण 220-230 वोल्ट, 50/60 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है या 12वीं-14वीं डीसी की आंतरिक या बाह्य बैटरी से चलते हैं।

स्केल के बॉटम और टॉप प्लेट में छेद किए गए हैं, इन छेदों में से सीलिंग वायर निकाल कर सीलिंग की जाती है। कपटपूर्ण व्यवहारों से वेइंग मशीन को खोले जाने से रोकने के लिए सील की जाती है। माडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

[फा. सं. डब्ल्यू एम-21(213)/2009]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान



New Delhi, the 3rd February, 2011

**S.O. 1172.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority along with the Model approval certificate issued by the Netherlands Meetinstituut (NMI), Netherlands is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of medium accuracy (Accuracy class-III) of series "ML" with brand name "MOTEX" and manufactured by M/s. Motex Scales Co Ltd, 222-105, Nae Dong, Ojeong-Gu, Bucheon-City, Kyunggi-Do 421-160 Korea and sold in India without any alteration or additions by M/s. Endel Weigh System Pvt Ltd. 1/2 Natwar Shah Society, Nr. Hevan Park B/h Shelby Hospital, Satellite, Ahmedabad and which is assigned the approval mark IND/13/09/457;

Figure

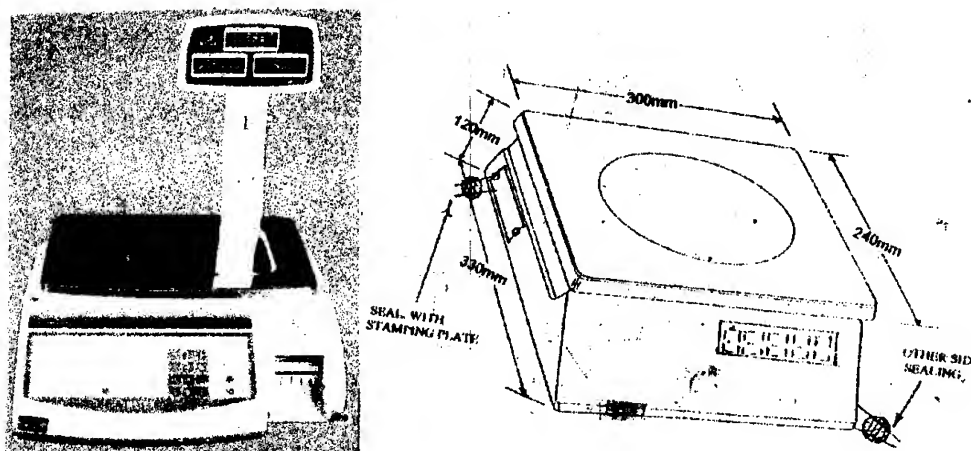


Figure-2 Schematic Diagram of sealing provision of the model

The said model is a load cell based non-automatic weighing instrument (Table Top type) with a maximum capacity in the range of  $6\text{kg} \leq \text{Max} \leq 32\text{kg}$  in respect of verification scale interval (e) 1g or more and the number of scale interval in  $\leq 6400$  for single interval and  $n \leq 3000$  for multi interval. It belongs to for medium accuracy (Accuracy class-III). It has a tare device with a 50 percent subtractive retained tare effect. The instrument operates on 220-230 Volts, 50/60Hertz alternative current power supply or with battery of 12V- 14V DC internally or externally.

The sealing is done through the holes made in bottom and top plate of the scale, than sealing wire is passed through these holes. Sealing shall be done to prevent opening of the weighing machine for fraudulent practice. A typical schematic diagram of sealing provision of the model is given above.

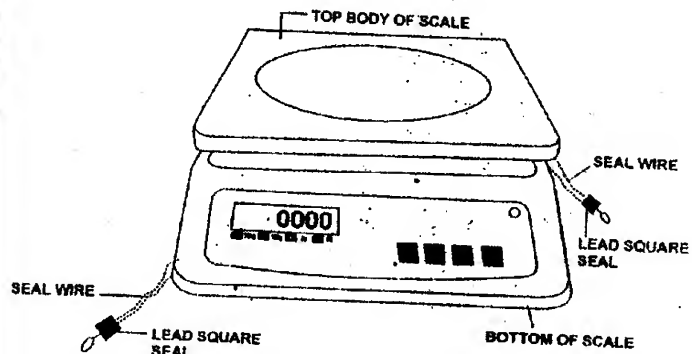
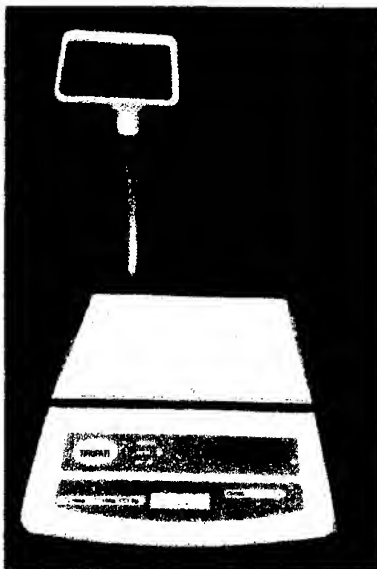
[F.No.WM-21/(213)/2009]  
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 3 फरवरी, 2011

का.आ. 1173.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स तिरुपति वेइंग स्केल (इंडिया) वैशाली, सिटी स्टेशन रोड, खुरजा, उत्तर प्रदेश द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले "टीडब्ल्यूटी-13" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "तिरुपति" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/498 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



#### आकृति-2 मॉडल के इंडीकेटर को सीलिंग करने का प्रावधान

स्केल की बाटम में लेफ्ट साइड और राइट साइड में दिए गए छेदों में से दिक्स्ट सीलिंग वायर निकाल कर सीलिंग की जाती है। वेइंग मशीन को कपटपूर्ण व्यवहार के लिए खोले जाने से रोकने के लिए सीलिंग की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनावद्ध डायग्राम उपरोक्त दिया जाता है।

उपकरण में केलिब्रेशन के लिए बाहरी पहुंच है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$ , और  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(283)/2009]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 3rd February, 2011

**S.O. 1173.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of High Accuracy (Accuracy class-II) of Series "TWT-13" and with brand name "TIRUPATI" (hereinafter referred to as the said model), manufactured by M/s. Tirupati Weighing Scale (India), Vaishalli, City Station Road, Khurja UP which is assigned the approval mark IND/09/09/498;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 percent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

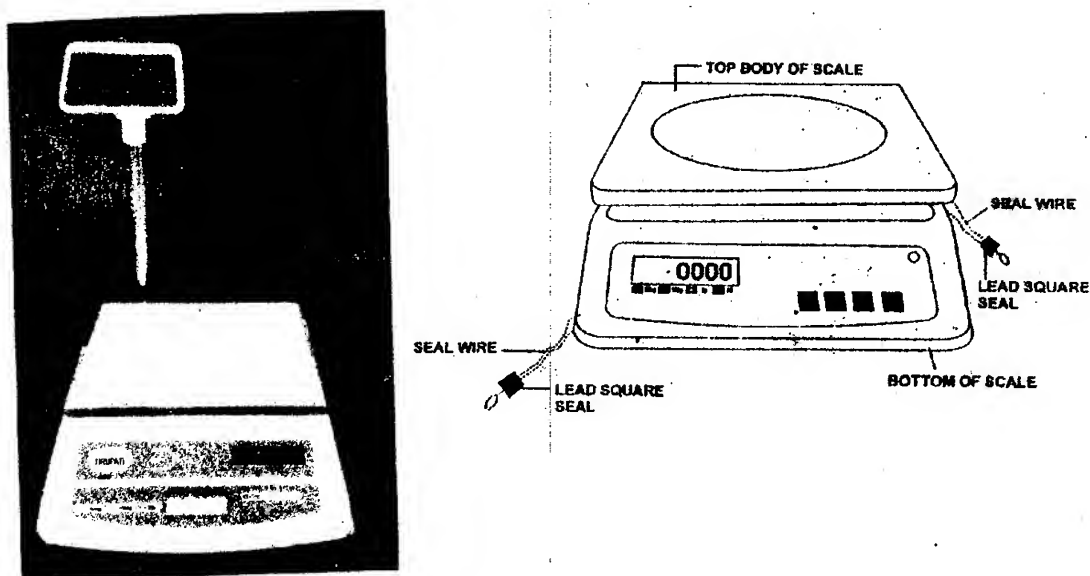


Figure-2 Schematic diagram of sealing provision of the model

The sealing is done through the holes made in the top body to left side to right side of the bottom of scale by twisted sealing wire passed through body of scales. Sealing shall be done to prevent opening of the weighing machine for fraudulent practice. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, and performance of same series with maximum capacity upto 50kg and with number of verification scale interval (n) in the range of 100 to 50000 for 'e' value of 1mg to 50mg and with number of verification scale interval(n) in the range of 500 to 50,000 for 'e' value of 100mg or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(283)/2009]

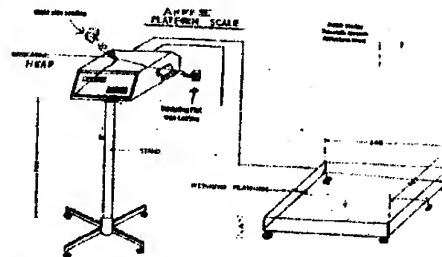
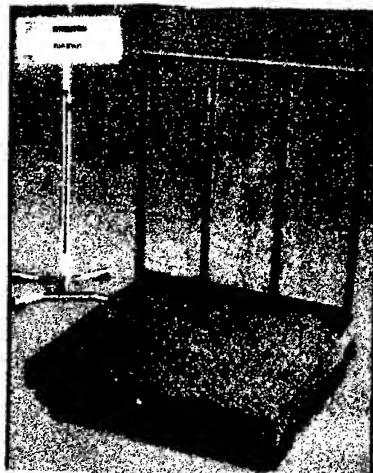
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 3 फरवरी, 2011

का.आ. 1174.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स तिरुपति वेइंग स्केल (इंडिया) वैशाली, सिटी स्टेशन रोड, खुरजा, उत्तर प्रदेश द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "टीडब्ल्यूपी-7" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "तिरुपति" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/499 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



#### आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

इंडीकेटर के साइड कवर, बाटम प्लेट और स्टाम्पिंग प्लेट में बनाए गए छेदों में से दिवस्टिड सीलिंग वायर निकाल कर सीलिंग की जाती है। दूसरे उदाहरण में साइड कवर और बाटम प्लेट के छेदों में से दिवस्टिड वायर निकाल कर सीलिंग की गई है। कपटपूर्ण उपयोग के लिए वेइंग मशीन को खोले जाने से रोकने के लिए सीलिंग की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपर दिया गया है।

उपकरण में केलिब्रेशन के लिए बाहरी पहुंच है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$ , और  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(283)/2009]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 3rd February, 2011

**S.O. 1174.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of Medium Accuracy (Accuracy class-III) of Series "TWP7" and with brand name "TIRUPATI" (hereinafter referred to as the said model), manufactured by M/s. Tirupati Weighing Scale (India), Vaishali, City Station Road, Khurja, U.P. which is assigned the approval mark IND/09/09/499;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000kg and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

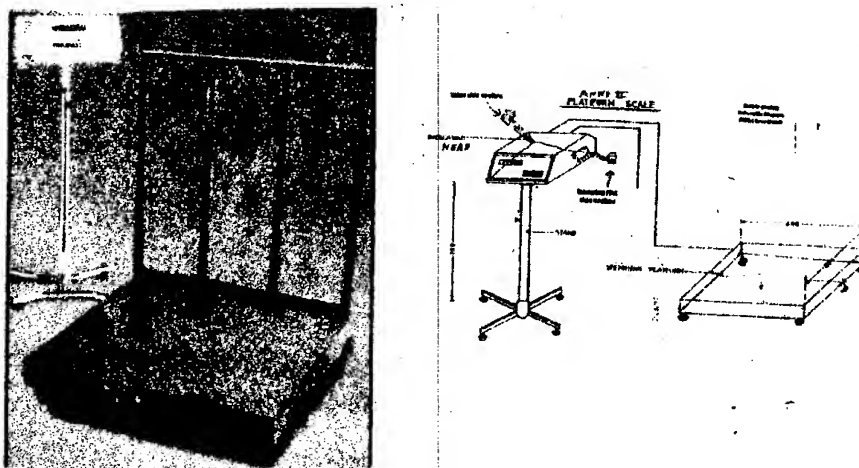


Figure-2 Schematic diagram of sealing provision of the model

The sealing is done through the holes made in the indicator by twisted sealing wire is passed through holes in the side cover, bottom plate and stamping plate. In second instance twisted wire is passed through holes in the side cover and bottom plate then sealed. Sealing shall be done to prevent opening of the weighing machine for fraudulent practice. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. up to 5000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(283)2009]

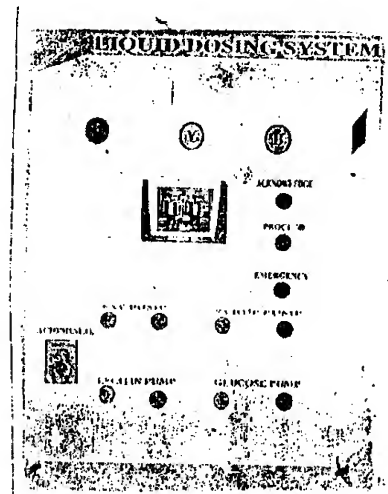
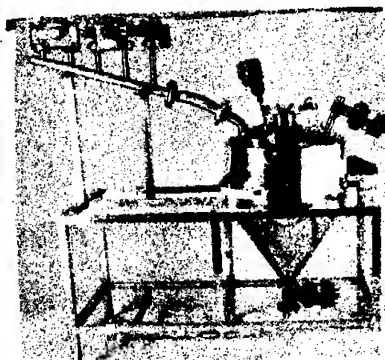
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 3 फरवरी, 2011

का.आ. 1175.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स मिरांडा आटोमेशन प्रा. लि., डब्ल्यू 344, एमआईडीसी, टीटीसी नवी मुंबई-400701 द्वारा विनिर्मित यथार्थता वर्ग 0.5 वाले "एमएपीएल-100एल (लिविड)" शृंखला के डिस्कॉन्टिन्युअस टोटलाइजिंग स्वचालित तोलन उपकरण (टोटलाइजिंग हुपर व्हीयर) अंकक सूचन सहित, के मॉडल का, जिसके ब्रांड का नाम "एमएपीएल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/533 समुद्देशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित डिस्कॉन्टिन्युअस टोटलाइजिंग स्वचालित तोलन उपकरण (टोटलाइजिंग हुपर व्हीयर) है। इसकी अधिकतम क्षमता 100 कि.ग्रा. है और न्यूनतम क्षमता 1 कि.ग्रा. है। मापमान अंतराल (डी) 100ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। कंप्यूटर मानीटर तोल परिणाम टाइप इंडीकेट करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

कपटपूर्ण व्यवहारों के लिए वेइंग इंडीकेटर को खोले जाने से रोकने के लिए सीलिंग की जाती है। सीलिंग डिस्पले के बाटम में डिस्पले के बेस टॉप कवर में से सीलिंग वायर निकाल कर सीलिंग की गई है ताकि सीलिंग के बाद सील हटाए बिना डिजिटर को खोला न जा सके। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 10.कि.ग्रा. से 150 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^{-6}$ ,  $2 \times 10^{-6}$ , और  $5 \times 10^{-6}$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(277)/2009]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान



New Delhi, the 3rd February, 2011

**S.O. 1175.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of Automatic weighing instrument Discontinuous Totalizing Automatic weighing instrument (Totalizing Hopper Weigher) with digital indication of Accuracy class-0.5 of series "MAPL-100L (LIQUID)" and with brand name "MAPL" (hereinafter referred to as the said Model), manufactured by M/s. Miranda Automation Pvt. Ltd., W344, MIDC, TTC Navi Mumbai-400701 and which is assigned the approval mark IND/09/09/533;

The said model is a strain gauge type load cell based Automatic weighing instrument Discontinuous Totalizing Automatic weighing instrument (Totalizing Hopper Weigher) with a maximum capacity of 100 kg. and minimum capacity of 1 kg. The scale interval (d) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Computer Monitor Type indicates the weighing results. The instrument operates on 230Volts, 50Hertz alternative current power supply.

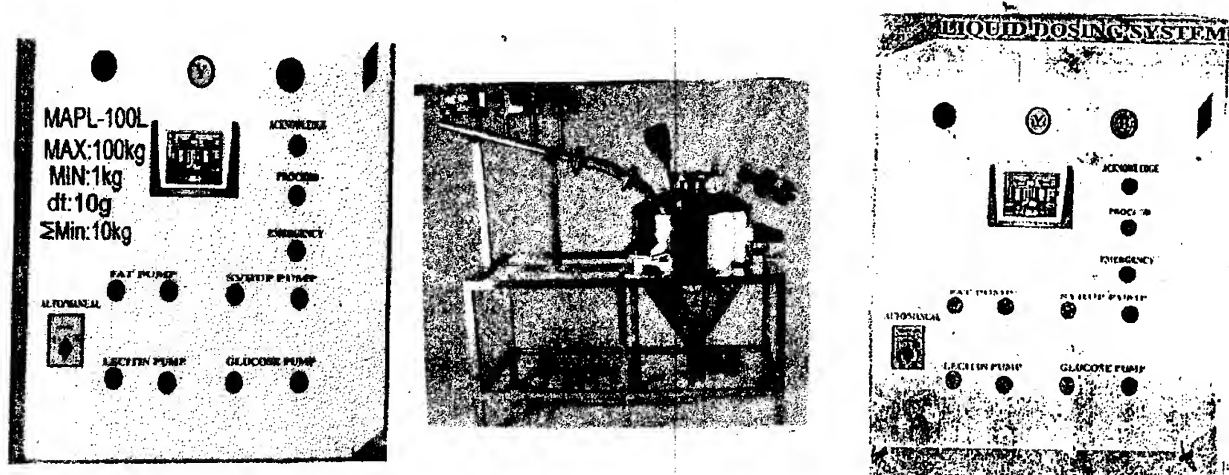


Figure-3 Schematic diagram of sealing provision of the model

Sealing shall be done to prevent opening of the weight indicator for fraudulent practice. Sealing is done on the bottom of the display by passing the wire in base top cover of the display, so that after sealing digitizer can not be opened without removal seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacities in the range of 10kg. to 150kg. for 'e' value of 5g. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(277)/2009]

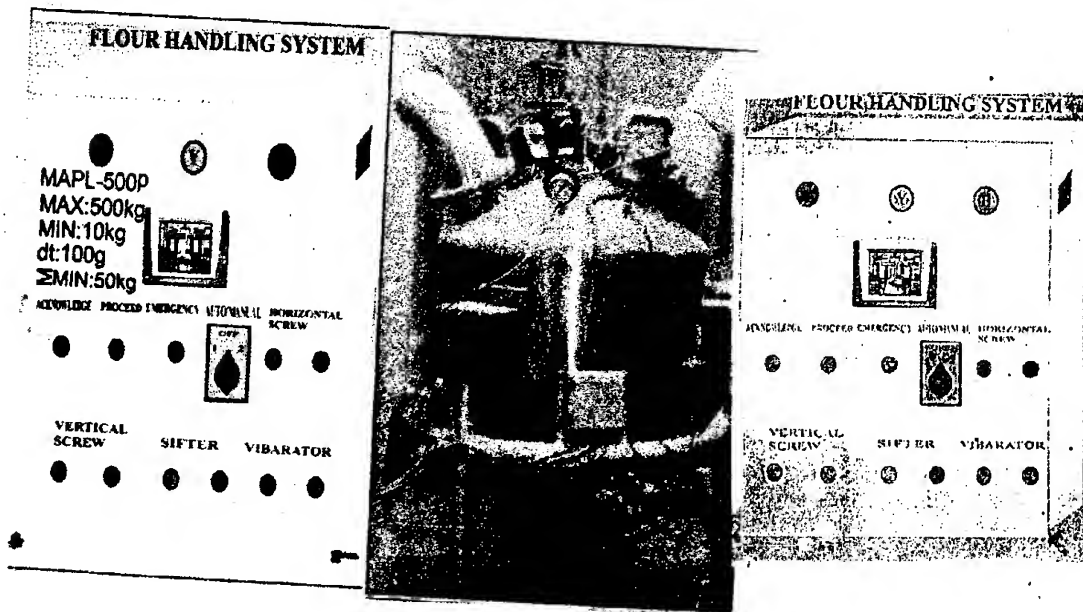
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 3 फरवरी, 2011

का.आ. 1176.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स मिरांडा आटोमेशन प्रा. लि., डब्ल्यू 344, एमआईडीसी, टीटीसी नवी मुंबई-400701 द्वारा विनिर्मित यथार्थता वर्ग 0.5 वाले "एमएपीएल-500पी (पाउडर)" शृंखला के डिस्कॉन्टिन्युअस टोटलाइजिंग स्वचालित तोलन उपकरण (टोटलाइजिंग हुपर व्हीयर) अंकक सूचन सहित, के मॉडल का, जिसके ब्रांड का नाम "एमएपीएल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/534 समुद्देशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित डिस्कॉन्टिन्युअस टोटलाइजिंग स्वचालित तोलन उपकरण (टोटलाइजिंग हुपर व्हीयर) है। इसकी अधिकतम क्षमता 500 कि.ग्रा. है और न्यूनतम क्षमता 10 कि.ग्रा. है। मापमान अंतराल (डी) 100ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। कंप्यूटर मानीटर तोल परिणाम टाइप इंडीकेट करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

कपटपूर्ण व्यवहारों के लिए वेइंग इंडीकेटर को खोले जाने से रोकने के लिए सीलिंग की जाती है। सीलिंग डिस्पले के बाटम में डिस्पले के बेस टॉप कवर में से सीलिंग वायर निकालकर सीलिंग की गई है ताकि सीलिंग के बाद सील हटाए बिना डिजिटल को खोलना न जा सके। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 50 कि.ग्रा. से 500 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^{-6}$ ,  $2 \times 10^{-6}$ , और  $5 \times 10^{-6}$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(277)/2009]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 3rd February, 2011

**S.O. 1176.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of Automatic weighing instrument Discontinuous Totalizing Automatic weighing instrument (Totalizing Hopper Weigher) with digital indication of Accuracy class-0.5 of series "MAPL-500P (POWDER)" and with brand name "MAPL" (hereinafter referred to as the said Model), manufactured by M/s. Miranda Automation Pvt. Ltd., W344, MIDC, TTC Navi Mumbai-400701 and which is assigned the approval mark IND/09/09/534;

The said model is a strain gauge type load cell based Automatic weighing instrument Discontinuous Totalizing Automatic weighing instrument (Totalizing Hopper Weigher) with a maximum capacity of 500 kg. and minimum capacity of 10kg. The scale interval (d) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Computer Monitor Type indicates the weighing results. The instrument operates on 230Volts, 50Hertz alternative current power supply.



Figure-3 Sealing diagram of the sealing provision of the model.

Sealing shall be done to prevent opening of the weight indicator for fraudulent practice. Sealing is done on the bottom of the display by passing the wire in base top cover of the display, so that after sealing digitizer can not be opened without removing seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacities in the range of 50kg. to 500kg. for 'e' value of 5g. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F.No. WM-21(277)/2009]

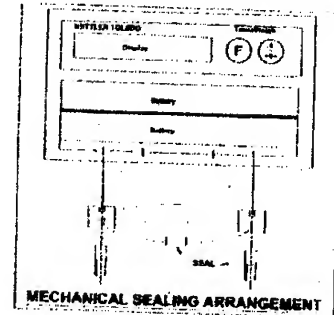
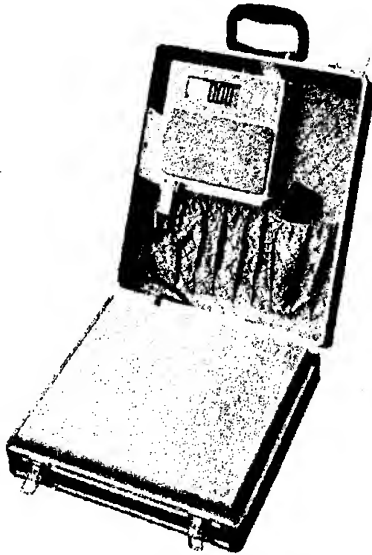
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 3 फरवरी, 2011

का.आ. 1177.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स मेटलर टोलेडो (चांगझाउ) सेल्स एंड सिस्टम लिमिटेड, 111, चांगक्सी रोड, चांगझाउ, जिआंगसू, चाइना-213 001 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "टी वी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप-ट्रांस वे पोर्टेबल स्केल) के मॉडल का, जिसके ब्रांड का नाम "मेटलर टोलेडो" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे मैसर्स मेटलर टोलेडो इंडिया प्राइवेट लि., अमर हिल्स, साकी विहार रोड, पोवई, मुंबई-400072 महाराष्ट्र द्वारा बिक्री से पहले या बाद में बिना किसी परिवर्तन के भारत में विपणित किया गया और जिसे अनुमोदन चिह्न आई एन डी/09/09/270 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (प्लेटफार्म टाइप-ट्रांस वे पोर्टेबल स्केल) तोलन उपकरण है। इसकी अधिकतम क्षमता 100 कि.ग्रा. है और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

तुला के सामने वाले पैनल पर, स्टाम्प और सील के सत्यापन के लिए आउटर कवर और बॉटम प्लेट से निकालते हुए दो बोरेक स्कू लीडिड सीलिंग वायर से कसे गए हैं। उपकरण को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

उपकरण में केलिब्रेशन के लिए बाहरी पहुंच है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं। और "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$ , और  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(101)/2009]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 3rd February, 2011

**S.O. 1177.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type-Trans Weigh Portable Scale) with digital indication of medium accuracy (Accuracy class-III) of series "TV" and with brand name "METTLER TOLEDO" (hereinafter referred to as the said model), manufactured by M/s. Mettler-Toledo (Changzhou) Scale & System Ltd., 111 Changxi Road, Changzhou, Jiangsu-213001, P.R.C. and marketed in India without any alteration before or after sale by M/s. Mettler Toledo India Pvt. Ltd., Amar Hills, Saki Vihar Road, Powai, Mumbai-400 072, Maharashtra and which is assigned the approval mark IND/09/09/270;

The said model is a strain gauge type load cell based Automatic weighing instrument (Platform type-Trans Weigh Portable Scale) with a maximum capacity of 100kg and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Liquid Crystal Diode Display (LCD) indicates the weighing results. The instrument operates on 230Volts, 50Hertz alternative current power supply.

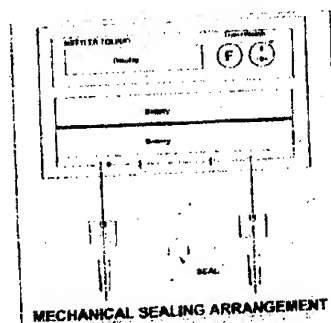
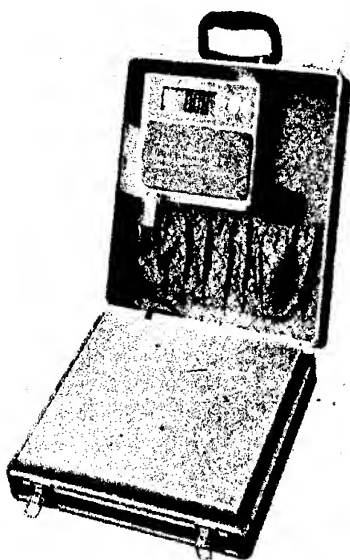


Figure-2 Sealing provision of the indicator of model

On the front panel of the balance, two bored screws are fastened by a leaded sealing wire, passing under the outer cover and bottom plate, for receiving stamp and seal. The instrument can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. upto 5000kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F.No. WM-21(101)/2009]

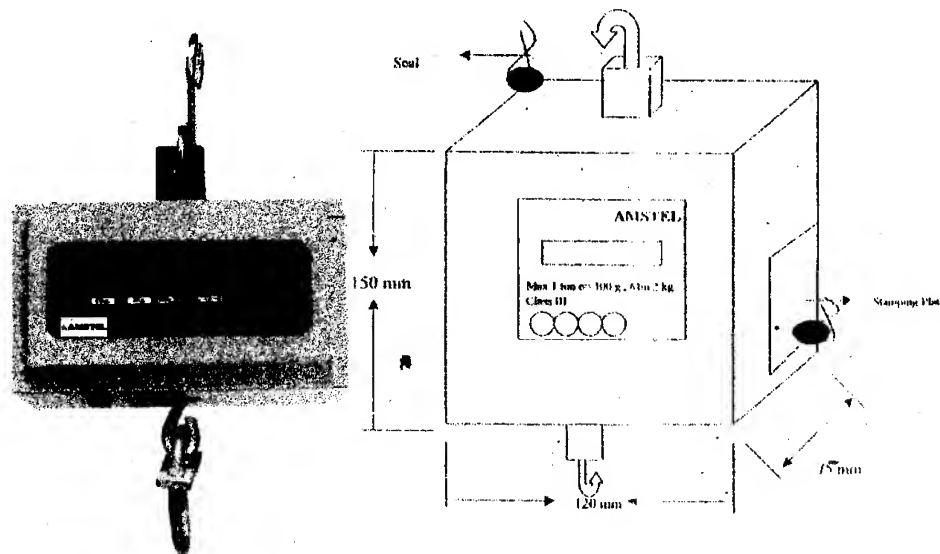
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 21 मार्च, 2011

**का.आ. 1178.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स एमटैक सिस्टम्स प्रा. लिमिटेड 40, लेक एवेन्यू, कोलकाता-700026 (भारत) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "सीएमएच" शृंखला अंकक सूचन सहित, अस्वचालित तोलन उपकरण (क्रैन टाइप) के मॉडल का, जिसके ब्रांड का नाम "एएमएसटीईएल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/554 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (क्रैन टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



#### आकृति-2 उपकरण के मॉडल का सीलिंग प्रावधान

स्केल की बाडी के होल्स में से सीलिंग वायर निकाल कर सीलिंग की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपर दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 30 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^{-6}$ ,  $2 \times 10^{-6}$ , और  $5 \times 10^{-6}$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(329)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान



New Delhi, the 21st March, 2011

**S.O. 1178.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Crane Type) with digital indication of medium accuracy (Accuracy class-III) of series "CMH" and with brand name "AMSTEL" (hereinafter referred to as the said model), manufactured by M/s. Amtech Systems Pvt. Limited 40, Lake Avenue, Kolkatta-700026 (India) and which is assigned the approval mark IND/09/10/554;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Crane type) with a maximum capacity of 1000kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode Display (LED) indicates the weighing results. The instrument operates on 230Volts, 50Hertz alternative current power supply.

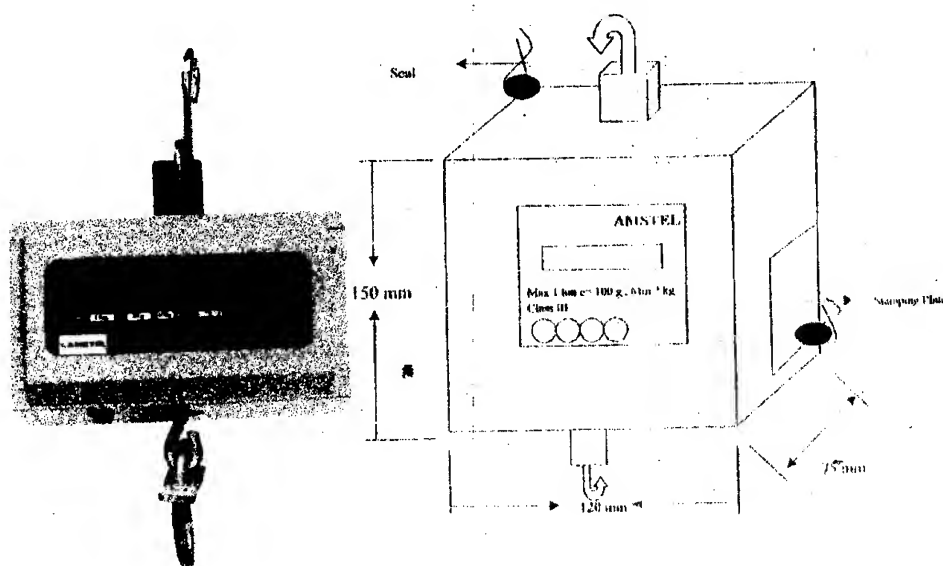


Figure-2 Sealing arrangement

Sealing is done by passing the sealing wire from the body of the indicator through holes. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section(12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacities in the range from 50kg. and up to 30 tonne with number of verification scale interval (n) in the range of 100 to 10000 for 'e' value of 100mg. to 2g. and with number of verification scale interval(n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and materials with which, the said approved Model has been manufactured.

[F. No. WM-21(329)/2010]

B. N. DIXIT, Director of Legal Metrology

## भारतीय मानक ब्यूरो

नई दिल्ली, 7 अप्रैल, 2011

का.आ. 1179.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :—

## अनुसूची

क्रम संख्या	संशोधित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 7098(भाग 1) : 1988 की संशोधन संख्या 1	4 फरवरी, 2011	15-03-2011

इन भारतीय संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

तिथि : 07-04-2011

[संदर्भ : ईटी 09/टी-43]

आर. के. त्रेहन, वैज्ञा-ई एवं प्रमुख (विद्युत तकनीकी)

## BUREAU OF INDIAN STANDARDS

New Delhi, the 7th April, 2011

S.O. 1179.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereto notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereby annexed has been issued :

## SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & year of the Amendments	Date from which the Amendments shall have effect
(1)	(2)	(3)	(4)
1.	IS 7098(Part 1) : 1988 Specification for Crosslinked Polyethylene Insulated PVC Sheathed Cables Part 1 For working voltages upto and including 1100 V (First Revision)	4 February, 2011	15-03-2011

Copy of the Amendment is available with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

Date : 07-04-2011

[Ref: ET 09/T-43]

R. K. TREHAN, Scientist-E &amp; Head (Electrotechnical)

नई दिल्ली, 13 अप्रैल, 2011

का.आ. 1180.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :-

## अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	एस पी 30 : 2011 राष्ट्रीय विद्युत संहिता (प्रथम पुनरीक्षण)	—	28-02-2011

इस भारतीय मानक की एक प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

तिथि : 13-04-2011

[संदर्भ : ईटी 20/टी-18]

आर. के. त्रेहन, वैज्ञा-ई एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 13th April, 2011

S.O. 1180.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies the Indian Standards, particulars of which is given in the Schedule hereto annexed has been issued :

## SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	SP 30 : 2011 National Electrical Code (First Revision)	—	28-02-2011

Copy of this Standard is available with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

Date : 13-04-2011

[Ref: ET 20/T-18]

R. K. TREHAN, Scientist-E &amp; Head (Electrotechnical)

नई दिल्ली, 18 अप्रैल, 2011

का.आ. 1181.—भारतीय मानक ब्यूरो नियम 1987 के उपनियम (1) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे विस्थापित हो गए हैं :

## अनुसूची

क्रम संख्या	स्थापित भारतीय मानकों की संख्या, वर्ष और शीर्षक	विस्थापन की दिनांक	टिप्पणी
1.	आईएस 9804:1981 तुल्यकलक चालन पट्टे-पट्टे	15 फरवरी, 2011	यह मानक दो भागों आईएस 9804 (भाग 1): 2009 एवं आईएस 9804 (भाग 2): 2010 में विभाजित हुआ है जो कि क्रमशः आईएसओ 5296-1:1989 व आईएसओ 5296-2:1989 पर आधारित है।
2.	आईएस 11065(भाग 1):1984 घन प्रक्षेपण ड्राइंग रीति भाग 1 आईसोमीटरी प्रक्षेपण	09 जुलाई, 2010	इस मानक की आवश्यकताएँ आईएस 15021 (भाग 3): 2001/आईएसओ 5456-3:1996 में सम्मिलित हैं।
3.	आईएस 11065(भाग 2):1985 घन प्रक्षेपण ड्राइंग रीति भाग 2 डाइमीटरी प्रक्षेपण	09 जुलाई, 2010	इस मानक की आवश्यकताएँ आईएस 15021 (भाग 3): 2001/आईएसओ 5456-3:1996 में सम्मिलित हैं।
4.	आईएस 15057:2001 कम्प्यूटर-एडिड डिजाइन (सी ए डी) तकनीक-निर्माण ड्राइंगों को तैयार करने के लिए कम्प्यूटरों का प्रयोग	09 जुलाई, 2010	इस मानक का आधार मानक आईएसओ/टीआर 10127:1990 विस्थापित हो गया है।

तिथि : 18-04-2011

[संदर्भ : पीजीडी/जी-3.5]

एस. चौधरी, वैज्ञानिक 'एफ' एवं प्रमुख (पीजीडी)

New Delhi, the 18th April, 2011

**S.O. 1181.**—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule here to annexed has been cancelled and stands withdrawn :

## SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	Date of Withdrawn	Remarks
1.	IS 9804: 1981 Synchronous belt drive-Belts	15 February, 2011	This standard splitted in two parts IS 9804(Part 1): 2009 and IS 9804(Part 2): 2010 based on ISO 5296-1 : 1989 and ISO 5296-2: 1989.
2.	IS 11065(Part 1): 1984 Drawing practice for axonometric projections-Part 1 Isometric Projection	09 July, 2010	The requirements of this standard is covered in IS 15021 (Part 3):2001/ISO 5456-3:1996
3.	IS 11065(Part 2): 1985 Drawing practice for axonometric projections-Part 2 Dimetric projection	09 July, 2010	The requirements of this standard is covered in IS 15021 (Part 3):2001/ISO 5456-3:1996
4.	IS 15057:2001 Computer-aided design (CAD) technique-Use of computers for the preparation of construction drawings	09 July, 2010	Its base standard ISO/TR 10127:1990 has been withdrawn

Date : 18-04-2011

[Ref: PGD/G-3.5]

S. CHOWDHURY, Scientist 'F' &amp; Head (PGD)

नई दिल्ली, 18 अप्रैल, 2011

का.आ. 1182.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :

**अनुसूची**

क्रम संख्या	स्थापित भारतीय मानकों की संख्या, वर्ष और शीर्षक	स्थापन की तिथि	नए मानक द्वारा अतिक्रमिक भारतीय मानक की संख्या और वर्ष
(1)	(2)	(3)	(4)
1.	आई एस 9804 (भाग 2) : 2010/ आईएसओ 5296-2:1989 तुल्यकलक चालन पट्टे-पट्टे भाग-2 पिच कोड MXL और XXL- मीट्रिक आयाम	अगस्त, 2010	आईएस 9804:1981

तिथि : 18-04-2011

[संदर्भ : पीजीडी/जी-3.5]

एस. चौधरी, वैज्ञानिक 'एफ' एवं प्रमुख (पीजीडी)

New Delhi, the 18th April, 2011

S.O. 1182.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule here to annexed has been issued :

**SCHEDULE**

Sl. No.	IS No. & Title	Date of Establishment	IS No. and Year of Superseded Indian Standard
1.	IS 9804(Part 2):2010/ISO 5296-2:1989 Synchronous belt drives-Belts Part 2 Pitch codes MXL and XXL-Metric dimensions	August, 2010	IS 9804:1981

Date : 18-04-2011

[Ref: PGD/G-3.5]

S. CHOWDHURY, Scientist 'F' &amp; Head (PGD)

नई दिल्ली, 18 अप्रैल, 2011

का.आ. 1183.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के संशोधन के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :

**अनुसूची**

क्रम संख्या	संशोधित भारतीय मानक की संख्या, वर्ष और शीर्षक	संशोधन संख्या और वर्ष	संशोधन लागू होने की तिथि
1.	आई एस 5346 : 1994-'संश्लिष्ट खाद्य रंग-निमित्तियाँ और मिश्रण-विशिष्ट' (दूसरा पुनरीक्षण)	संशोधन संख्या 3 वर्ष 2010	05 मई, 2010

इस संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चैन्नई, मुम्बई, चण्डीगढ़ तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ : एफएडी/जी-128]

डॉ. आर. के. बजाज, वैज्ञानिक एफ एवं प्रमुख (खाद्य एवं कृषि)

तिथि : 18 अप्रैल, 2011

New Delhi, the 18th April, 2011

**S.O. 1183.**—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, Particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

**SCHEDULE**

Sl. No.	No. & year of the Indian Standards	No. & year of the amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 5346 : 1994 Synthetic Food Colour—Preparations and mixtures—Specification (second revision)	Amendment No. 3 Year 2010	05 May, 2010

Copy of this standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

Date: 18-04-2011

[Ref: FAD/G-128]

Dr. R.K. BAJAJ, Scientist 'F' &amp; Head (Food and Agri.)

**कोयला मंत्रालय****आदेश**

नई दिल्ली, 27 अप्रैल, 2011

**का.आ. 1184.**—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन जारी भारत के राजपत्र, भाग-II, खण्ड-3, उप-खण्ड (ii) तारीख 4 सितम्बर, 2010 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का. आ. 2179, तारीख 25 अगस्त, 2010 पर, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और ऐसी भूमि (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) के प्रकाशन में या उस पर के सभी अधिकार, उक्त अधिनियम की धारा 10 की उप-धारा (1) के अधीन, सभी विल्लंगनों से मुक्त होकर, आत्यंतिक रूप से केन्द्रीय सरकार में निहित हो गए थे;

और केन्द्रीय सरकार का यह समाधान हो गया है कि वेस्टर्न कोलफील्ड्स लिमिटेड, नागपुर, (जिसे इसमें इसके पश्चात् उक्त सरकारी कंपनी कहा गया है) ऐसे निबंधनों और शर्तों का अनुपालन करने के लिए जो केन्द्रीय सरकार इसे निमित्त अधिरोपित करना उचित समझे;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित और उक्त भूमि में या उस पर के सभी अधिकार, तारीख 4 सितम्बर, 2010 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने की बजाए, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त सरकारी कंपनी में निहित हो जाएंगे, अर्थात् :-

1. सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसान और वैसी ही मदों की बाबत किए गये सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी ;

2. शर्त (1) के अधीन, सरकारी कम्पनी द्वारा केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिए उक्त अधिनियम की धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा और ऐसे किसी अधिकरण और अधिकरण की सहायता करने के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय; सरकारी कंपनी द्वारा वहन किये जायेंगे और इसी प्रकार निहित उक्त भूमि में या उस पर के अधि कारों के लिए या उनके संबंध में जोकि अपील आदि सभी विधिक कार्यवाहियों की बाबत उपगत, सभी व्यय भी, सरकारी कम्पनी द्वारा वहन किये जाएंगे ;

3. सरकारी कम्पनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में क्षतिपूर्ति करेगी, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो;

4. सरकारी कम्पनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि और अधिकारों को किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी ; और

5. सरकारी कम्पनी, ऐसे निदेशों और शर्तों का पालन करेगी जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित किए जाएं ।

[फा. सं.-43015/7/2009-पीआरआईडब्ल्यू-1]

एस. सी. भाटिया, निदेशक

## MINISTRY OF COAL

### ORDER

New Delhi, the 27th April, 2011

**S.O. 1184.**—Whereas on the publication of the notification of the Government of India in the Ministry of Coal, number S.O. 2179 dated the 25th August, 2010 published in the Gazette of India, Part - II Section 3, Sub-section (ii), dated the 4th September, 2010 issued under Sub-section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the land and all rights in or over the land described in the Schedule appended to the said notification (hereinafter referred to as the said land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of Section 10 of the said Act;

And, whereas, the Central Government is satisfied that the Western Coalfields Ltd., Nagpur (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 11 of the said Act, the Central Government hereby direct, that the said land and all rights in or over that lands so vested shall, with effect from the 4th September, 2010, instead of continuing to so vest in the Central Government, shall vest in the Government Company, subject to the following terms and conditions, namely :-

1. The Government Company shall reimburse to the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act;

2. A Tribunal shall be constituted under Section 14 of the said Act, for the purpose of determining the amounts payable to the Central Government by the Government Company under conditions (1), and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc., for or in connection with the rights, in or over the said lands, so vested, shall also be borne by the Government Company;

3. The Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials, regarding the rights in or over the said lands so vesting.

4. The Government Company shall have no power to transfer the said lands to any other persons without the prior approval of the Central Government; and

5. The Government Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[F.No. 43015/7/2009-PRIW-I]

S. C. BHATIA, Director



## पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 29 अप्रैल, 2011

का.आ. 1185.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ. संख्या 919 तारीख 29-3-2010 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट मंडल-गंगाधरनेल्लोर, जिला-चित्तूर, राज्य-आंध्र प्रदेश में चेन्नै पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनाली रिकेनेरी से देवनगुट्टि टर्मिनल, बैंगलूर तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां तारीख 28-5-2010 को जनता को उपलब्ध करा दी गई थीं;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाए;

अतः, अब केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए संघी विल्लंगमों से मुक्त होकर प्रकाशन की तारीख से इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

## अनुसूची

मंडल : गंगाधरनेल्लोर जिला : चित्तूर राज्य : आंध्र प्रदेश					
गांव का नाम	सर्वेक्षण सं.	उप-खण्ड सं.	क्षेत्रफल हेक्टेयर	एयर वर्ग मीटर	
(1)	(2)	(3)	(4)	(5)	(6)
54. एल्लापल्ले	20	5	00	02	83
	22	7	00	10	12
	20	7	00	02	02
52. थुगुंम	323	5सी	00	04	04
	323	6	00	02	02

(1)	(2)	(3)	(4)	(5)	(6)
	298	2बी	00	06	28
	200	2	00	02	02
	390	14	00	06	88
	200	9	00	10	12
	213	2ए	00	05	47
	297	8	00	18	21
	286	2	00	02	43
	200	10	00	07	69
53. अम्बोदरापल्ले	123	12	00	04	04
	132	3	00	09	31
	115	2	00	12	55

[फा. सं. आर-25011/5/2007-ओआर-1]

बी. के. दत्ता, अवर सचिव

## MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 29th April, 2011

S.O. 1185.—Whereas by notification of the Government of India, Ministry of Petroleum and Natural Gas, S.O. No. 919 dated 29-3-2010 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the land specified in the Schedule relating to Mandal-G.D. Nellore, District-Chittoor, State- Andhra Pradesh annexed to that notification for the purpose of laying pipeline for the transportation of Petroleum product from Refinery of Chennai Petroleum Corporation Limited, Manali to Devanguthi Terminal, Bangalore by the Indian Oil Corporation Limited;

And whereas, the copies of the said Gazette notification were made available to the general public on 28-5-2010;

And whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that Right of User in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedule annexed to this notification is hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the said land shall instead of vesting with the Central Government, vests on the date of publication of this

declaration in the Indian Oil Corporation Limited, free from all encumbrances.

### SCHEDULE

Mandal : G.D. Nellore Distt. : Chittoor State : Andhra Pradesh					
Name of the Village	Survey No.	Sub-Division No.	Area Hec-tare	Ares	Sq. Mtr.
(1)	(2)	(3)	(4)	(5)	(6)
54. Ellapalle	20	5	00	02	83
	22	7	00	10	12
	20	7	00	02	02
52. Thugundram	323	5C	00	04	04
	323	6	00	02	02
	298	2B	00	06	28
	200	2	00	02	02
	390	14	00	06	88
	200	9	00	10	12
	213	2A	00	05	47
	297	8	00	18	21
	286	2	00	02	43
53. Ambodara-palle	200	10	00	07	69
	123	12	00	04	04
	132	3	00	09	31
	115	2	00	12	55

[F.No. R-25011/5/2007-OR-1]

B. K. DATTA, Under Secy.

नई दिल्ली, 29 अप्रैल, 2011

का.आ. 1186.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ. संख्या 917 तारीख 29-3-2010 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट मंडल-यादमरी, जिला-चित्तूर, राज्य-आंध्र प्रदेश में चैनै पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनाली रिक्रैनेरी से देवनगुट्टि टर्मिनल, बैंगलूर तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां तारीख 28-5-2010 को जनता को उपलब्ध करा दी गई थीं;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाए;

अतः, अब केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए सभी विल्लंगमों से मुक्त होकर प्रकाशन की तारीख से इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

### अनुसूची

मंडल : यादमरी		जिला : चित्तूर		राज्य : आंध्र प्रदेश	
गांव का नाम	सर्वेक्षण सं.	उप-खण्ड सं.	क्षेत्रफल हेक्टेयर	एयर वर्ग मीटर	
(1)	(2)	(3)	(4)	(5)	(6)
62. जंगालापल्लि	312	-	00	28	34
	320	बी	00	03	64
	325	1	00	06	07
	320	ए	00	01	21
64. पेरियांबाडि	249	1डी1	00	08	50
65. यादामारि	416	5	00	04	45
	427	-	00	14	17
	397	6	00	07	69
	430	2	00	05	26
66. बुडिटरेडिड-पल्ले	71	1बी	00	02	43
	144	1	00	30	38
	53	1डी	00	04	05
	53	2	00	03	65
	77	1	00	23	49

[फा. सं. आर-25011/5/2007-ओ आर-1]

बी. के. दत्ता, अवर सचिव

New Delhi, the 29th April, 2011

S.O. 1186.—Whereas by the notification of Government of India, Ministry of Petroleum and Natural Gas, S.O. No. 917 dated 29-3-2010 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the land specified in the

Schedule relating to Mandal-Yadamari, District-Chittoor, State-Andhra Pradesh annexed to that notification for the purpose of laying pipeline for the transportation of Petroleum product from Refinery of Chennai Petroleum Corporation Limited, Manali to Devanguthi Terminal, Bangalore by the Indian Oil Corporation Limited;

And whereas, the copies of the said Gazette notification were made available to the general public on 28-5-2010;

And whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that Right of User in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedule annexed to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the said land shall instead of vesting with the Central Government, vest from the date of publication of this declaration in the Indian Oil Corporation Limited, free from all encumbrances.

#### SCHEDULE

Mandal : Yadamari		Distt. : Chittoor		State : Andhra Pradesh	
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hec-tare	Ares	Sq. Mtr.
(1)	(2)	(3)	(4)	(5)	(6)
62. Jangalapalle	312	-	00	28	34
	320	B	00	03	64
	325	1	00	06	07
	320	A	00	01	21
64. Periyambadi	249	1D1	00	08	50
65. Yadamari	416	5	00	04	45
	427	-	00	14	17
	397	6	00	07	69
	430	2	00	05	26
	71	1B	00	02	43
	144	1	00	30	38
66. Budithired-dipalle	53	1D	00	04	05
	53	2	00	03	65

(1)	(2)	(3)	(4)	(5)	(6)
	77	1	00	23	49

[F. No. R-25011/5/2007-OR-1]

B. K. DATTA, Under Secy.

नई दिल्ली, 29 अप्रैल, 2011

का.आ. 1187.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ. संख्या 918 तारीख 29-3-2010 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट मंडल-चित्तूर, जिला-चित्तूर, राज्य-आंध्र प्रदेश में चेन्नै पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनाली रिफ़िनेरी से देवनगुडिट टर्मिनल, बैंगलूर तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां तारीख 28-5-2010 को जनता को उपलब्ध करा दी गई थीं;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाए;

अतः, अब केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए सभी विल्लंगमों से मुक्त होकर प्रकाशन की तारीख से इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

#### अनुसूची

मंडल : चित्तूर	जिला : चित्तूर		राज्य : आंध्र प्रदेश		
गांव का नाम	सर्वेक्षण सं.	उप-खण्ड सं.	क्षेत्रफल हेक्टेयर एयर वर्ग मीटर		
(1)	(2)	(3)	(4)	(5)	(6)
55. अनंतपुरम	12	2	00	04	04
	15	6	00	03	44
	211	3	00	12	96
	23	6	00	00	81

(1)	(2)	(3)	(4)	(5)	(6)
55. अनंतपुरम (जारी)	16	1	00	02	43
	17	6	00	05	67
	145	2	00	27	13
	213	9	00	25	51
	178	8	00	02	02
	211	1ए	00	01	21
	23	7	00	05	87
	23	5	00	11	34
	17	9	00	04	04
	17	4	00	04	45
	25	1	00	03	23
	25	2	00	02	83
	23	8	00	02	02
	25	3	00	21	86
	142	2	00	07	28
	115	7	00	01	21
	165	8	00	01	42
	111	2	00	33	20
	39	17	00	01	21
	39	2	00	02	43
	26	-	00	11	34
	115	4	00	04	68
	115	14	00	25	00
	19	14	00	13	82
	177	6	00	27	24
	165	2	00	10	98
	214	5	00	10	98
	214	6	00	05	29
	108	3	00	24	39
	39	1	00	07	32
57. तालाबेडु	63	9	00	01	21
	63	5	00	02	43
	63	3	00	01	62
	52	5ए	00	00	80
	101	2	00	10	53
58. चित्तलगुंटा	95	-	00	02	43
	212	2	00	06	88
	212	3	00	02	83
	109	2बी, 2सी	00	08	10
	218	1	00	07	29
	54	1ए	00	13	77
	37	1	00	06	88
	15	2डी	00	00	40
59. पेरुमाल्लाकां- डिगा	46	-	00	04	86
	29	10बी	00	03	64

(1)	(2)	(3)	(4)	(5)	(6)
59. पेरुमाल्लाकां- डिगा (जारी)	34	1बी	00	08	90
	23	11	00	03	24
	34	1ए	00	06	88
	29	11	00	11	34
	18	7	00	10	53
	6	3ए	00	09	31
	15	2सी	00	05	47
	6	4ए	00	09	31
	251	15	00	01	42
	256	9	00	02	83
60. नारिगापल्लि	256	13	00	8	50
	256	12ए	00	02	43
	256	11	00	00	60
	256	10	00	03	24
	145	2बी	00	17	41
	269	10	00	03	23
	200	2एफ	00	08	10
	257	4बी	00	17	81
	71	12	00	00	40
	18	7	00	01	62
	26	-	00	08	50
	25	2	00	02	02
	25	3	00	02	43
	71	1	00	07	29
	71	2	00	02	43
	22	3	00	02	02
	72	2	00	02	43
	200	2सी	00	17	81
	256	2	00	04	25
	256	16	00	03	64
	269	8	00	06	07
	269	5बी	00	07	29
	251	4	00	14	17
	201	4	00	23	48
	255	1बी	00	19	03
	252	4	00	15	38
	251	7	00	02	83
	94	2ए	00	08	50
	145	1ई	00	06	07
	252	5	00	17	41
	100	6	00	20	65
	77	1बी	00	12	15
	76	5	00	04	45

(1)	(2)	(3)	(4)	(5)	(6)
60. नारिगापल्लि	76	6	00	06	48
(जारी)	19	8	00	04	86
	25	8	00	02	23
	25	4	00	01	62
	18	8	00	11	74
	22	2	00	24	29
61. अनुपल्ले	80	1सी	00	13	36
	173	5	00	14	57
	173	6	00	02	43
	175	2	00	03	64
	87	2	00	08	50
	128	4	00	04	86
	152	4	00	08	91
	152	2	00	05	26
	150	5	00	06	48
	150	6	00	07	29
	85	3	00	15	38
	130	2	00	15	38
	126	4	00	14	98
	58	2	00	26	32

[फा. सं. आर-25011/5/2007-ओ.आर.-1]

बी. के. दत्ता, अवर सचिव

New Delhi, the 29th April, 2011

**S.O. 1187.**—Whereas by the notification of the Government of India, Ministry of Petroleum and Natural Gas, S.O. No. 918 dated 29-3-2010 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the land specified in the Schedule relating to Mandal-Chittoor, District-Chittoor, State- Andhra Pradesh annexed to that notification for the purpose of laying pipeline for the transportation of Petroleum product from Refinery of Chennai Petroleum Corporation Limited, Manali to Devanguthi Terminal, Bangalore by the Indian Oil Corporation Limited;

And whereas, the copies of the said Gazette notification were made available to the general public on 28-5-2010;

And whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that Right of User in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedule annexed to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the said land shall instead of vesting with the Central Government, vest on the date of publication of this declaration in the Indian Oil Corporation Limited, free from all encumbrances.

**SCHEDULE**

Mandal : Chittoor		Distt. : Chittoor		State : Andhra Pradesh		
Name of the Village	Survey No.	Sub-Division No.	Area			
			Hec- tare	Ares	Sq. Mtr.	
(1)	(2)	(3)	(4)	(5)	(6)	
55. Anantapuram	19	2	00	04	04	
	15	6	00	03	44	
	211	3	00	12	96	
	23	6	00	00	81	
	16	1	00	02	43	
	17	6	00	05	67	
	145	2	00	27	13	
	213	9	00	25	51	
	178	8	00	02	02	
	211	1A	00	01	21	
	23	7	00	05	87	
	23	5	00	11	34	
	17	9	00	04	04	
	17	4	00	04	45	
	25	1	00	03	23	
	25	2	00	02	83	
	23	8	00	02	02	
	25	3	00	21	86	
	142	2	00	07	28	
	115	7	00	01	21	
	165	8	00	01	42	
	111	2	00	33	20	
	39	17	00	01	21	
	39	2	00	02	43	
	26	-	00	11	34	
	115	4	00	04	68	
	115	14	00	25	00	
19	14	00	13	82		

(1)	(2)	(3)	(4)	(5)	(6)	(1)	(2)	(3)	(4)	(5)	(6)
55. Anantapuram	177	6	00	27	24	60. Narigapalle	25	3	00	02	43
(Contd.)	165	2	00	10	98	(Contd.)	71	1	00	07	29
	214	5	00	10	98		71	2	00	02	43
	214	6	00	05	29		22	3	00	02	02
	108	3	00	24	39		72	2	00	02	43
	39	1	00	07	32		200	2C	00	17	81
57. Thalambedu	63	9	00	01	21		256	2	00	04	25
	63	5	00	02	43		256	16	00	03	64
	63	3	00	01	62		269	8	00	06	07
	52	5A	00	00	80		269	5B	00	07	29
	101	2	00	10	53		251	4	00	14	17
58. Chinthala-	95	-	00	02	43		201	4	00	23	48
gunta	212	2	00	06	88		255	1B	00	19	03
	212	3	00	02	83		252	4	00	15	38
	109	2B,2C	00	08	10		251	7	00	02	83
	218	1	00	07	29		94	2A	00	08	50
	54	1A	00	13	77		145	1E	00	06	07
	37	1	00	06	88		252	5	00	17	41
59. Perumalla-	15	2D	00	00	40		100	6	00	20	65
kandiga	46	-	00	04	86		77	1B	00	12	15
	29	10B	00	03	64		76	5	00	04	45
	34	1B	00	08	90		76	6	00	06	48
	23	11	00	03	24		19	8	00	04	86
	34	1A	00	06	88		25	8	00	02	23
	29	11	00	11	34		25	4	00	01	62
	18	7	00	10	53		18	8	00	11	74
	6	3A	00	09	31		22	2	00	24	29
	15	2C	00	05	47	61. Anupalle	80	1C	00	13	36
	6	4A1	00	09	31		173	5	00	14	57
60. Narigapalle	251	15	00	01	42		173	6	00	02	43
	256	9	00	02	83		175	2	00	03	64
	256	13	00	8	50		87	2	00	08	50
	256	12A	00	02	43		128	4	00	04	86
	256	11	00	00	60		152	4	00	08	91
	256	10	00	03	24		152	2	00	05	26
	145	2B	00	17	41		150	5	00	06	48
	269	10	00	03	23		150	6	00	07	29
	200	2F	00	08	10		85	3	00	15	38
	257	4B	00	17	81		130	2	00	15	38
	71	12	00	00	40		126	4	00	14	98
	18	7	00	01	62		58	2	00	26	32
	26	-	00	08	50						
	25	2	00	02	02						

[F.No.R-25011/5/2007-OR-1]

B. K. DATTA, Under Secy.

नई दिल्ली, 29 अप्रैल, 2011

का.आ. 1188.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ. संख्या 920 तारीख 29-3-2010 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट मंडल-पालसमुद्रम, जिला-चित्तूर, राज्य-आंध्र प्रदेश में चेन्नै पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनाली रिफ़िनरी से देवनगुट्टि टर्मिनल, बँगलूर तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां तारीख 28-5-2010 को जनता को उपलब्ध करा दी गई थीं;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाए;

अतः, अब केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए सभी विल्लंगमों से मुक्त होकर प्रकाशन की तारीख से इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

## अनुसूची

मंडल : पालसमुद्रम	जिला : चित्तूर	राज्य : आंध्र प्रदेश			
गांव का नाम	सर्वेक्षण सं-खंड सं	उप-खण्ड सं	क्षेत्रफल हेक्टेयर	एयर वर्ग मीटर	
(1)	(2)	(3)	(4)	(5)	(6)
46. कृष्णजम्मापुरम	53	4	00	19	03
48. पालसमुद्रम	141	18	00	02	63
	141	10	00	02	03
	145	1	00	12	55
	76	4	00	26	92
	80	1	00	19	64

(1)	(2)	(3)	(4)	(5)	(6)
49. बँगलराजुकुप्पम	51	9	00	13	76
	33	13	00	05	26
	51	5	00	11	33
	33	8	00	08	10
	181	10	00	00	80
	85	-	00	08	10
	181	10ए	00	14	17
	182	6	00	08	10
50. अमुदला	264	10	00	04	05
	262	5	00	04	05
	251	10	00	02	43
	264	19बी, 19सी	00	11	33
	136	4	00	06	48
	262	4	00	03	24
	262	3	00	03	64
	263	2	00	04	45
	264	12	00	07	29
	263	3	00	08	91
	251	7	00	03	23
	136	12बी	00	14	17
	188	ए	0	10	12
	30	1ए	00	30	77
	33	5बी	00	06	88
51. अमिदुला पुत्तुर	106	8	00	04	86
	98	12	00	12	15

[फा. सं. आर-25011/5/2007-ओ.आर.-I]

बी. के. दत्ता, अवर सचिव

New Delhi, the 29th April, 2011

S.O. 1188.—Whereas by the notification of the Government of India, Ministry of Petroleum and Natural Gas, S.O. No. 920 dated 29-3-2010 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the land specified in the Schedule relating to Mandal-Palasamudram, District-Chittoor, State- Andhra Pradesh annexed to that notification for the purpose of laying pipeline for the transportation of Petroleum product from Refinery of Chennai Petroleum Corporation Limited, Manali to Devanguthi Terminal, Bangalore by the Indian Oil Corporation Limited;

And whereas, the copies of the said Gazette notification were made available to the general public on 28-5-2010;

And whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report



to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that Right of User in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 6 of the said Act, Central Government hereby declares that the Right of User in the land specified in the Schedule annexed to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the said land shall instead of vesting with the Central Government, vest on the date of publication of this declaration in the Indian Oil Corporation Limited, free from all encumbrances.

### SCHEDULE

Mandal : Palasamudram Distt. : Chittoor State : Andhra Pradesh

Name of the Village	Survey No.	Sub-Division No.	Area Hec-tare	Ares	Sq. Mtr.
(1)	(2)	(3)	(4)	(5)	(6)
46. Krishnajam-mapuram	53	4	00	19	03
48. Palasamudram	141	18	00	02	63
	141	10	00	02	03
	145	1	00	12	55
	76	4	00	26	92
	80	1	00	19	64
49. Vengalara-jukuppam	51	9	00	13	76
	33	13	00	05	26
	51	5	00	11	33
	33	8	00	08	10
	181	10	00	00	80
	85	-	00	08	10
	181	10A	00	14	17
	182	6	00	08	10
50. Amudala	264	10	00	04	05
	262	5	00	04	05
	251	10	00	02	43
	264	19B, 19C	00	11	33
	136	4	00	06	48
	262	4	00	03	24
	262	3	00	03	64

(1)	(2)	(3)	(4)	(5)	(6)
50. Amudala	263	2	00	04	45
(Contd.)	264	12	00	07	29
	263	3	00	08	91
	251	7	00	03	23
	136	12B	00	14	17
	188	A	00	10	12
	30	1A	00	30	77
	33	5B	00	06	88
51. Amudala	106	8	00	04	86
	98	12	00	12	15

[F.No. R-25011/5/2007-OR-1]

B. K. DATTA, Under Secy.

नई दिल्ली, 29 अप्रैल, 2011

का.आ. 1189.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ. संख्या 921 तारीख 29-3-2010 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट मंडल-विजयपुरम, जिला-चित्तूर, राज्य-आंध्र प्रदेश में चेन्नै पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनाली रिकेनेरी से देवनगुडिट टर्मिनल, बैंगलूर तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां तारीख 28-5-2010 को जनता को उपलब्ध करा दी गई थीं;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाए;

अतः, अब केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए सभी विल्लंगमों से मुक्त होकर प्रकाशन की तारीख से इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

## अनुसूची

मंडल : विजयपुरम	जिला : चित्तूर	राज्य : आंध्र प्रदेश			
गांव का नाम	सर्वेक्षण सं. खंड सं.	उप-खण्ड सं.	क्षेत्रफल हेक्टेयर	एयर वर्ग मीटर	
(1)	(2)	(3)	(4)	(5)	(6)
29. महाराजापुरम	32	15ए	00	08	70
	37	16बी	00	04	86
	47	2	00	13	77
	45	6	00	08	50
	45	5	00	12	15
	31	11	00	06	48
	37	4ए	00	02	02
	16	12	00	09	31
	37	16	00	06	07
	37	3	00	08	50
	12	7	00	09	71
	12	8सी	00	12	15
32. पाथअरकोड	155	6	00	14	57
	154	3ए	00	05	26
	154	3बी	00	05	67
	233	6	00	04	45
	232	2	00	02	02
	250	9	00	07	69
	247	6	00	04	05
	233	4	00	02	83
	250	10	00	01	62
	250	11	00	02	02
28. श्रीहरिपुरम	152	1	00	08	50

[फा. सं. आर-25011/5/2007-ओ.आर.-1]

बी. के. दत्ता, अवर सचिव

New Delhi, the 29th April, 2011

S.O. 1189.—Whereas by the notification of Government of India, Ministry of Petroleum and Natural Gas, S.O. No. 921 dated 29-3-2010 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the land specified in the Schedule relating to Mandal-Vijayapuram, District-Chittoor, State- Andhra Pradesh annexed to that notification for the purpose of laying pipeline for the transportation of Petroleum product from Refinery of Chennai Petroleum Corporation Limited, Manali to Devanguthi Terminal, Bangalore by the Indian Oil Corporation Limited;

And whereas, the copies of the said Gazette Notification were made available to the general public on 28-5-2010;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that Right of User in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedule annexed to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby direct that the Right of User in the said land shall instead of vesting with the Central Government, vests from the date of publication of this declaration in the Indian Oil Corporation Limited, free from all encumbrances.

## SCHEDULE

Mandal : Vijayapuram Distt. : Chittoor			State : Andhra Pradesh		
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hec-tare	Ares	Sq. Mtr.
(1)	(2)	(3)	(4)	(5)	(6)
29. Maharaja-puram	32	15A	00	08	70
	37	16B	00	04	86
	47	2	00	13	77
	45	6	00	08	50
	45	5	00	12	15
	31	11	00	06	48
	37	4A	00	02	02
	16	12	00	09	31
	37	16	00	06	07
	37	3	00	08	50
	12	7	00	09	71
	12	8C	00	12	15
32. Patha Arcod	155	6	00	14	57
	154	3A	00	05	26
	154	3B	00	05	67
	233	6	00	04	45
	232	2	00	02	02

(1)	(2)	(3)	(4)	(5)	(6)
32. Patha Arcod	250	9	00	07	69
(Contd.)	247	6	00	04	05
	233	4	00	02	83
	250	10	00	01	62
	250	11	00	02	02
28. Sriharipuram	152	1	00	08	50

[F.No.R-25011/5/2007-OR-1]

B. K. DATTA, Under Secy.

नई दिल्ली, 29 अप्रैल, 2011

का.आ. 1190.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ. संख्या 922 तारीख 29-3-2010 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट मंडल-बंगारुपालेम, जिला-चित्तूर, राज्य-आंध्र प्रदेश में चेन्नै पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनाली रिफ़ेनेरी से देवनगुडिट टर्मिनल, बेंगलूर तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां तारीख 28-5-2010 को जनता को उपलब्ध करा दी गई थीं;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाए;

अतः, अब केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए सभी विल्लंगमों से मुक्त होकर प्रकाशन की तारीख से इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची					
मंडल : बंगारुपालेम		जिला : चित्तूर		राज्य : आंध्र प्रदेश	
गांव का नाम	सर्वेक्षण	उप-खण्ड	क्षेत्रफल		
	सं-खंड सं	सं	हेक्टेयर	एयर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)	(6)
67. कूर्माइपल्ले	58	7	00	01	62
	58	9	00	02	43
68. कल्लुरुपल्ले	189	8	00	02	43
	46	1सी	00	08	10
	46	5सी	00	05	27
	40	4	00	04	86
70. गोल्लापल्ले	150	-	00	10	53
	182	बी	00	12	96
	147	-	00	05	27
	18	7बी	00	15	39
71. पालेरू	319	10	00	03	65
	319	12	00	03	65
	319	-	00	01	62
	319	3	00	06	08
	319	13	00	05	67
	314	-	00	04	46
	314	8	00	07	29
72. मोगिलि	111	6	00	04	05
	144	-	00	18	23
	148	-	00	04	05
	148	-	00	02	84
	154	5	00	02	03
	83	11ए	00	10	13
	167	4	00	03	24
	167	5	00	01	22
	172	11	00	14	18
	249	2सी	00	14	99
	249	2डी1	00	00	81
	249	2डीबी	00	23	49
	249	2ई	00	00	41
	252	1सी4	00	04	05
	282	-	00	08	10
	282	1बी	00	08	10
	290	-	00	14	58
290	-	00	10	53	
49	2	00	04	86	
49	2	00	05	67	
49	3	00	29	16	
51	3बी	00	19	44	
51	3बी	00	23	49	

(1)	(2)	(3)	(4)	(5)	(6)
72. मोगिलि (जारी)	52	1	00	25	52
	52	2	00	12	96
	12	1	00	25	52
	16	1	00	21	47
	17	1	00	29	97
	101	4	00	30	38
	144	2	00	28	76
	149	10	00	04	86
	171	1	00	25	92
	171	5	00	09	32
	282	2	00	19	04
	283	1	00	10	13
	284	-	00	19	85
	49	4	00	12	96
	83	3	00	17	42
	84	2½	00	17	01
	86	10	00	06	08
	86	9	00	14	18
	99	3	00	59	13

[फा. सं. आर-25011/5/2007-ओ.आर.-I]

बी. के. दत्ता, अवर सचिव

New Delhi, the 29th April, 2011

S.O. 1190.—Whereas by notification of Government of India; Ministry of Petroleum and Natural Gas, S.O. No. 922 dated 29-3-2010 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the land specified in the Schedule relating to Mandal-Bangarupalem, District-Chittoor, State- Andhra Pradesh annexed to that notification for the purpose of laying pipeline for the transportation of Petroleum product from Refinery of Chennai Petroleum Corporation Limited, Manali to Devanguthi Terminal, Bangalore by the Indian Oil Corporation Limited;

And whereas, the copies of the said Gazette Notification were made available to the general public on 28-5-2010;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that Right of User in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedule annexed to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby direct that the Right of User in the said land shall instead of vesting with the Central Government, vests from the date of publication of this declaration in the Indian Oil Corporation Limited, free from all encumbrances.

## SCHEDULE

Mandal : Bangarupalem Distt. : Chittoor			State : Andhra Pradesh		
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hec- tare	Ares	Sq. Mtr.
(1)	(2)	(3)	(4)	(5)	(6)
67. Kurmaipalle	58	7	00	01	62
	58	9	00	02	43
68. Kallurupalle	189	8	00	02	43
	46	1C	00	08	10
	46	5C	00	05	27
	40	4	00	04	86
70. Gollapalle	150	-	00	10	53
	182	B	00	12	96
	147	-	00	05	27
	18	7B	00	15	39
71. Paleru	319	10	00	03	65
	319	12	00	03	65
	319	-	00	01	62
	319	3	00	06	08
	319	13	00	05	67
	314	-	00	04	46
	314	8	00	07	29
72. Mogili	111	6	00	04	05
	144	-	00	18	23
	148	-	00	04	05
	148	-	00	02	84
	154	5	00	02	03
	83	11A	00	10	13
	167	4	00	03	24
	167	5	00	01	22
	172	11	00	14	48
	249	2C	00	14	48

Post

) of sub

(1)	(2)	(3)	(4)	(5)	(6)
72. Mogili	249	2D1	00	00	81
(Contd.)	249	2DB	00	23	49
	249	2E	00	00	41
	252	1C4	00	04	05
	282	-	00	08	10
	282	1B	00	08	10
	290	-	00	14	58
	290	-	00	10	53
	49	2	00	04	86
	49	2	00	05	67
	49	3	00	29	16
	51	3B	00	19	44
	51	3B	00	23	49
	52	1	00	25	52
	52	2	00	12	96
	12	1	00	25	52
	16	1	00	21	47
	17	1	00	29	97
	101	4	00	30	38
	144	2	00	28	76
	149	10	00	04	86
	171	1	00	25	92
	171	5	00	09	32
	282	2	00	19	04
	283	1	00	10	13
	284	-	00	19	85
	49	4	00	12	96
	83	3	00	17	42
	84	2E	00	17	01
	86	10	00	06	08
	86	9	00	14	18
	99	3	00	59	13

[F.No. R-25011/5/2007-OR-1]

B. K. DATTA, Under Secy.

नई दिल्ली, 29 अप्रैल, 2011

का.आ. 1191.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ. संख्या 923 तारीख 29-3-2010 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट मंडल-गंगावरम, जिला-चित्तूर, राज्य - आन्ध्र प्रदेश में चेन्नै पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनाली रिफ़ाइनरी से देवनगुडिट टर्मिनल, बैंगलूर तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन

बिछाने के उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और, उक्त राजपत्र अधिसूचना की प्रतियां तारीख 28-5-2010 को जनता को उपलब्ध करा दी गई थी;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाए;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए सभी विल्लंगमों से मुक्त होकर प्रकाशन की तारीख से इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

## अनुसूची

मंडल : गंगावरम	जिला : चित्तूर	राज्य : आंध्र प्रदेश			
गांव का नाम	सर्वेक्षण उप-खण्ड	क्षेत्रफल			
	सं.-खंड सं.	हेक्टेयर एयर वर्ग			
	सं.	मीटर			
(1)	(2)	(3)	(4)	(5)	(6)
80. कीलापल्लि	61	3B	00	00	81
	111	-	00	00	81
	90	4A	00	11	34
	206	5C	00	32	40
79. पत्तिकोडा	413	A	00	04	05
	413	C	00	22	28
	315	2	00	00	81
78. मामडुगु	400	2A	00	20	25
	399	A	00	12	96
	525	A	00	06	08
	641	B	00	19	44
	525	B	00	11	75
	393	A	00	12	56
	640	A2-3	00	04	05
	513	1B	00	10	13
	638	4B	00	10	94
	640	A5-D	00	08	10

(1)	(2)	(3)	(4)	(5)	(6)
78. मामाडुगु (जारी)	638	IC	00	07	70
76. दंडपल्ले	736	D	00	04	05
	734	A	00	02	84
	734	B	00	01	22
	714	B	00	02	03
	715	B	00	04	05
	804	1B-A	00	05	67
77. जीडिमाकुला- पल्लि	262	2B	00	08	51
	246	2B	00	01	22
	249	2B	00	03	24
	249	3D	00	04	46
75. मारेडुपल्लि	128	1D	00	02	43

[फा. सं. आर-25011/5/2007-ओ.आर.-I]

बी. के. दत्ता, अवर सचिव

New Delhi, the 29th April, 2011

**S.O. 1191.**—Whereas by notification of Government of India, Ministry of Petroleum and Natural Gas, S.O. No. 923 dated 29-3-2010 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the land specified in the Schedule relating to Mandal-Gangavaram, District-Chittoor, State- Andhra Pradesh annexed to that notification for the purpose of laying pipeline for the transportation of Petroleum product from Refinery of Chennai Petroleum Corporation Limited, Manali to Devanguthi Terminal, Bangalore by the Indian Oil Corporation Limited;

And whereas, the copies of the said Gazette notification were made available to the general public on 28-5-2010;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that Right of User in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedule annexed to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central

Government hereby direct that the Right of User in the said land shall instead of vesting with the Central Government, vests from the date of publication of this declaration in the Indian Oil Corporation Limited, free from all encumbrances.

**SCHEDULE**

Mandal : Gangavaram Distt. : Chittoor State : Andhra Pradesh

Name of the Village	Survey No.	Sub-Division No.	Area Hec-tare	Ares	Sq. Mtr.
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(1)	(2)	(3)	(4)	(5)	(6)
80. Keelapalle	61	3B	00	00	81
	111	-	00	00	81
	90	4A	00	11	34
	206	5C	00	32	40
79. Pathikonda	413	A	00	04	05
	413	C	00	22	28
	315	2	00	00	81
78. Mamadugu	400	2A	00	20	25
	399	A	00	12	96
	525	A	00	06	08
	641	B	00	19	44
	525	B	00	11	75
	393	A	00	12	56
	640	A2-3	00	04	05
	513	1B	00	10	13
	638	4B	00	10	94
	640	A5-D	00	08	10
	638	1C	00	07	70
76. Dandapalle	736	D	00	04	05
	734	A	00	02	84
	734	B	00	01	22
	714	B	00	02	03
	715	B	00	04	05
	804	1B-A	00	05	67
77. Jeedimaku- lapalle	262	2B	00	08	51
	246	2B	00	01	22
	249	2B	00	03	24
	249	3D	00	04	46
75. Maredupalle	128	1D	00	02	43

[F. No. R-25011/5/2007-OR-1]

B. K. DATTA, Under Secy.

नई दिल्ली, 29 अप्रैल, 2011

का.आ. 1192.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ. संख्या 924 तारीख 29-3-2010 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट मंडल-बैरेडिपल्ली, जिला-चित्तूर, राज्य-आंध्र प्रदेश में चेन्नै पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनाली रिफ़ाइनरी से देवगुट्टि टर्मिनल, बंगलूर तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और, उक्त राजपत्र अधिसूचना की प्रतियां तारीख 28-5-2010 को जनता को उपलब्ध करा दी गई थीं;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाए;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए सभी विल्लंगमों से मुक्त होकर प्रकाशन की तारीख से इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

## अनुसूची

मंडल : बैरेडिपल्ली	जिला : चित्तूर	राज्य : आंध्र प्रदेश			
गांव का नाम	सर्वेक्षण सं-खंड सं.	उप-खण्ड सं.	क्षेत्रफल हेक्टेयर	एयर वर्ग मीटर	
(1)	(2)	(3)	(4)	(5)	(6)
84. आलापल्लि	29	7	00	01	62
	255	C	00	02	03
	250	B	00	03	65
	28	1	00	20	25

[फा. सं. आर-25011/5/2007-ओ.आर.-I]

बी. के. दत्ता, अवर सचिव

New Delhi, the 29th April, 2011

S.O. 1192.—Whereas by notification of Government of India, Ministry of Petroleum and Natural Gas, S.O. No. 924 dated 29-3-2010 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the land specified in the Schedule relating to Mandal-Baireddipalle, District-Chittoor, State- Andhra Pradesh annexed to that notification for the purpose of laying pipeline for the transportation of Petroleum product from Refinery of Chennai Petroleum Corporation Limited, Manali to Devanguthi Terminal, Bangalore by the Indian Oil Corporation Limited;

And whereas, the copies of the said Gazette notification were made available to the general public on 28-5-2010;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that Right of User in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedule annexed to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the said land shall instead of vesting with the Central Government, vests from the date of publication of this declaration in the Indian Oil Corporation Limited, free from all encumbrances.

## SCHEDULE

Mandal : Baireddipalle Distt. : Chittoor			State : Andhra Pradesh		
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hec-tare	Ares	Sq. Mtr.
(1)	(2)	(3)	(4)	(5)	(6)
84. Alapalle	29	7	00	01	62
	255	C	00	02	03
	250	B	00	03	65
	28	1	00	20	25

[F.No.R-25011/5/2007-OR-I]

B. K. DATTA, Under Secy.



**श्रम एवं रोजगार मंत्रालय**

नई दिल्ली, 28 मार्च, 2011

क्र.आ. 1193.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डायमंड माइनिंग प्रोजेक्ट पन्ना, मध्य प्रदेश के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 243/87) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-3-2011 को प्राप्त हुआ था।

[सं. एल. 8/11/85 कोन III (बी)आई आर (एम)]

जोहन तोपनो, अवर सचिव

**MINISTRY OF LABOUR AND EMPLOYMENT**

New Delhi, the 28th March, 2011

S.O. 1193.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 243/87) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Diamond Mining Project Panna (MP) and their workmen, which was received by the Central Government on 28-3-2011.

[No. L. 8/11/85 Con. III (B) IR (M)]

JOHAN TOPNO, Under Secy.

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT, JABALPUR**

No. CGIT/LC/R/243/87

Presiding Officer: SHRI MOHD. SHAKIR HASAN

The General Secretary,  
M. P. Rashtriya Hira Khani  
Mazdoor Sangh,  
Diamond Mining Project,  
Majhgawan, Hinota,  
Panna (MP)

.....Workman/Union

Versus

The Project Manager,  
Diamond Mining Project,  
Panna (MP)

.....Management

**AWARD**

Passed on this 4th day of March, 2011

1. The Government of India, Ministry of Labour vide its Notification No.8(11)/85-Con.II/D.III(B) dated 26-11-1987 has referred the following dispute for adjudication by this tribunal :—

“ Whether the action of the management of Diamond Mining Project, Panna (MP) in not regularizing the

11 female employees (Annexure “A”) on their turn according to their date of joining is justified? If not, to what relief are the concerned employees entitled?”

2. The case of the Union/female workers in short is that there was a settlement on 1-9-82 signed between the management of Diamond Mining Project, Panna and one of the Union, PHKMS Panna whereby the date of joining was corrected of 740 workers so that the seniority list could be prepared but the union without verifying the correct date of joining of these eleven female workers agreed the list of the workers of the settlement though the correct date of joining of these female workers is the year 1962. These female workers immediately after having knowledge about the wrong entry of date of joining approached the Union. It is stated that the date of joining of these female workers had been wrongly entered in the list of the settlement and the same is required to be corrected and accordingly the benefits of seniority and consequential benefits be accordingly provided to them. It is submitted that the award be passed by giving direction to correct the date of joining as 1962 with consequential benefits.

3. The management appeared and filed Written Statement to contest the reference. The case of the management, inter alia, is that admittedly a settlement was arrived between the management and PHKMS Union whereby the seniority of daily rated muster roll workers lists were finalized and published. It was agreed that the seniority of daily rated workmen as published and circulated by the management on 31-12-1980 is taken as correct and final and no dispute on the accepted seniority list shall be raised hence forth. Accordingly all the eleven female workers were regularized. Smt. Gorabai and Juggi were regularized on 1-3-82 and other nine female workers were regularized from 2-1-81. It is stated that the date of birth and the date of joining of these workers are in accordance to their service records maintained by the management. Moreover the settlement arrived in conciliation proceeding is binding on all the employees of the Diamond Mining Project, Panna. It is stated that dispute by the Union is raised for political gain and is not in the interest of the workmen. On these grounds, it is submitted that the Union/female workers are not entitled to any relief.

**4. Issue No. I**

It is clear from the pleading of the management that these eleven female workers have already been regularized. Smt. Goribai and Juggi are regularized w.e.f. 1-3-82 and other female workers have already been regularized w.e.f. 2-1-81. There is no specific case of the Union/female workers that as to what should be the actual date of regularization and their regularization was not on the turn according to their date of joining.

5. Now on the above back drop the evidence of the parties are to be examined. The Union has examined only oral evidence in the case. The Union witness Smt. Juggi

has stated that the female worker had not been regularized. The pleading of the management has shown that the female worker had been regularized and she had been regularized w.e.f. 1-3-82. Her evidence does not show that she had been regularized on her turn or not and if so it is not correct then as to how she claims her regularization from earlier date. No documentary evidence is filed in support of the claim. Another Union witness Smt. Kasia has also come to say that the female workers had been left to regularize intentionally. But it is not a true fact. The management has admitted this fact that she had been regularized w.e.f. 2-1-81. Thus the evidence of the Union/female workers does not establish that their regularization done by the management is not correct.

6. On the other hand, the management has examined Shri S. C. Sharma who is Deputy Manager (Personnel). He has stated that seniority list was prepared and its correctness was agreed by the Union. The Union had also agreed that they would not raise any dispute what so ever regarding the seniority list of the daily rated. He has further stated that these female workers had been regularized. The date of regularization of each of the worker has been stated by him at Para 12 of his evidence. There is nothing to show that these female workers were not regularized on their turn. Since they had already been regularized and therefore it appears that no further dispute remained left between the parties. This issue is decided in favour of the management and against the Union/female workers.

#### 7. Issue No. II

On the basis of discussion made above, I find that after regularization of these workers there was no further dispute left. This shows that the Union/female workers are not entitled to any relief. Accordingly the reference is answered.

8. In the result, the award is passed without any order to costs.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 28 मार्च, 2011

क्र.आ. 1194.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. लिमिटेड अम्बिका इन्टरप्राइजेज इन्डस्ट्रियल सिक्योरिटी सर्विस, अहमदाबाद के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 99/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-3-2011 को प्राप्त हुआ था।

[सं. एल-30011/39/2002-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 28th March, 2011

S.O. 1194.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 99/2005) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of ONGC Ltd. Ambica Enterp. Industrial Security Services, Ahmedabad and their workman, which was received by the Central Government on 28-3-2011.

[No. L-30011/39/2002-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### IN THE COURT OF CENTRAL GOVERNMENT INDUSTRIAL TRIBU-CUM-LABOUR COURT, AHMEDABAD

PRESENT: SHRI BINAY KUMAR SINHA,  
Presiding Officer

#### INDUSTRIAL DISPUTE—REFERENCE (C.G.L.T.A.) No. 99/2005

1. The Group General Manager,  
O.N.G.C. Ltd., Ahmedabad Project,  
Chandkheda, 5th Floor,  
Avni Bhawan,  
Ahmedabad (Gujarat).
2. M/s. Ambica Enterprises,  
A/1, Indira Nagar,  
Motera Road, Sabarmati,  
Ahmedabad (Gujarat).
3. The Managing Director,  
Industrial Security Services,  
8, Parichay Shopping Centre,  
D' Cabin, Sabarmati,  
Ahmedabad (Gujarat).

....First Party

#### Versus

Shri Amratbhai Jesingbhai  
Rabari & Shri Narendra  
Dahyabhai Makwana, Ahmedabad.  
C/o. The General Secretary,  
Gujarat Labour Union,  
24/3, Ellora Home Centre,  
Behind Relief Cinema,  
Salapas Road,  
Ahmedabad (Gujarat)-380 001

....Second Party

For the First Party  
Representative :

Shri K. V. Gadhia, Advocate.

For the Second Party  
Representative :

Absent

**AWARD**

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L-30011/39/2002-IR (M) dated 18-10-2005 to this Tribunal for adjudication the terms of reference is as under :

**SCHEDULE**

"Whether the demand of the Union from the management of ONGC to treat the workmen Sh. Amratbhai Jesingbhai Rabari and Sh. Narendra Dahyabhai Makwana as ONGC employees and be paid wages as paid to Class IV employees of ONGC is justified? If so, to what relief the workmen are entitled to?"

2. Learned Counsel Shri K. V. Gadhia for the First Party appeared. Inspite of notice the Second Party has not made his appearance personally or through representative from record and the stage of the Second Party for filing Statement of Claim has been closed on 18-12-2008. Further appear that, the Second Party is absent since long, the proper opportunity was given by this Tribunal to prove its case, the Second Party failed to prove its case. Thus this Tribunal has reason to believe that the Second Party is not interested in this dispute. Since, Second Party is taking no interest. So, it is not desirable to keep this case pending. Looking to the above observations I hereby pass the following order :

**ORDER**

The demand of the Gujarat Labour Union from the management of ONGC to treat the workmen Sh. Amratbhai Jesingbhai Rabari and Sh. Narendra Dahyabhai Makwana as ONGC employees and be paid wages as paid to Class IV employees of ONGC is not justified. The concerned workmen are not entitled to get any relief. As such this case is dismissed for default. The reference is hereby rejected for want of prosecution. No order as to cost.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 28 मार्च, 2011

का.आ. 1195.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एच पी सी एल, एलपीजी फिलिंग प्लांट अलीबाग के प्रबन्ध तंत्र के संबद्ध बिद्योषकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 58/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-3-2011 को प्राप्त हुआ था।

[सं. एल-30012/4/2009-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 28th March, 2011

S.O. 1195.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 58/2009)

of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of HPCL LPG Filling Plant Alibag and their workman, which was received by the Central Government on 28-3-2011.

[No. L-30012/4/2009-IR (M)]

JOHAN TOPNO, Under Secy.

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**

**PRESENT**

K. B. KATAKE, Presiding Officer

REFERENCE No. CGIT-2/58 of 2009

**EMPLOYERS IN RELATION TO  
THE MANAGEMENT OF**

- (1) HPCL
- (2) M/s. 3-STAR SECURITY SERVICES
- (1) The Chief Regional Manager  
HPCL, LPG Filling Plant  
A-2, Usar Industrial Area,  
Alibag-Roha Road Alibag-402 203.
- (2) The Chief Executive  
M/s. 3-Star Security Services  
No. 154, Ashoka Pavilion  
Ambedkar Road, Camp  
Pune 411 001.

**AND**

Their Workmen  
Shri Sandeep Yashwant Naik  
Post Nagaon, Thakur Ali  
Taluka: Alibag  
Raigad (MS).

**APPEARANCES:**

For the Employer No. (1): Ms. Nandini Menon  
Advocate.

No. (2) Lt.Col. Shyam Dethe  
Representative.

For the Workmen: No appearance.

Mumbai, dated the 14th December 2010.

**AWARD**

The Government of India, Ministry of Labour & Employment by its Order No. L-30012/4/2009-IR (M), dated 24-6-2010 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of M/s. 3-Star Security Services, a contractor of M/s. HPCL in terminating the services of their workman Shri Sandeep Yashwant Naik is just and legal? What relief the workman is entitled to?"

2. Both the parties were served with notices. The registered post acknowledgement receipts are at Ex-4 to 6. In spite of due service, the second party workman, Shri Sandeep Yashwant Naik remained absent. As the workman did not appear and has not filed statement of claim, there is no scope to decide this reference on merits. Therefore I dismiss the reference for want of prosecution.

Thus the order :

### ORDER

Reference is dismissed for want of prosecution.

Date : 14-12-2010

K. B. KATAKE, Presiding Officer

नई दिल्ली, 28 मार्च, 2011

का.आ. 1196.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्दल वेयर हाउसिंग कारपोरेशन, लखनऊ के प्रबन्ध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 103/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-3-2011 को प्राप्त हुआ था।

[सं. एल-42011/2/99-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 28th March, 2011

S.O. 1196.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 103/2010) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Central Warehousing Corporation, Lucknow and their workman, which was received by the Central Government on 28-3-2011.

[No. L-42011/2/99-IR (M)]

JOHAN TOPNO, Under Secy.

### ANNEXURE

BEFORE SRI RAM PARKASH, PRESIDING OFFICER

CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, KANPUR.

Industrial Dispute No. 103 of 2010

### BETWEEN

The General Secretary,  
Kendriya Bhandaragan  
Nigam Palledar Sangh,  
E-5179 Awas Vikas Colony,  
Rajaji Puram,  
Lucknow.

And

The Regional Manager,  
Central Warehousing Corporation,  
Regional Office,  
Vibhuti Khand,  
Gomti Nagar, Lucknow.

### AWARD

1. Central Government, MoI, New Delhi vide notification No. L-42011/2/99-IR(M) (Part), dated 1-11-2010 has referred the following dispute for adjudication to this tribunal.

2. Whether the action of the management of Central Warehousing Corporation in terminating the services of workmen (list enclosed) is legal and justified? What relief the workmen are entitled and from which date?

3. The aforesaid reference was received in this tribunal for decision. Thereafter notices were sent to both the parties. Despite several dates claimant did not appear, nor filed the claim statement. In such situation it is not possible for this tribunal to decide the reference in favour of the claimant in the absence of pleadings and evidence.

4. Therefore, the tribunal is bound to answer the reference against the claimant.

5. Reference is decided against the workman holding that the claimant is not entitled for any relief pursuant to the present reference order.

RAM PARKASH, Presiding Officer

नई दिल्ली, 28 मार्च, 2011

का.आ. 1197.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसूर मिनेरल लिमिटेड, बैंगलोर के प्रबन्ध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बैंगलोर के पंचाट (संदर्भ संख्या 68/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-3-2011 को प्राप्त हुआ था।

[सं. एल-29012/197/98-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 28th March, 2011

S.O. 1197.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 68/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Mysore Mineral Ltd., Bangalore and

their workmen, which was received by the Central Government on 28-3-2011.

[No. L-29012/197/98-IR (M)]

JOHAN TOPNO, Under Secy.

**ANNEXURE**  
**BEFORE THE CENTRAL GOVERNMENT**  
**INDUSTRIAL**  
**TRIBUNAL-CUM-LABOUR COURT,**  
**BANGALORE**

Dated : 10th March, 2011  
Present : Shri S. N. NAVALGUND,  
Presiding Officer

**C. R. No. 68/1999**

I Party	II Party
The General Secretary, Mysore Minerals Limited Employees Union, No. 291/6, 2nd Cross, 9th main Road, Gokula I Stage, II Phase, Bangalore-560 054.	The Managing Director, Mysore Minerals Limited, No 39, M G Road, Bangalore-560 001.

**APPEARANCES**

I Party	:	Shri T Prakash, Advocate
II Party	:	Shri N Ganesh, Advocate

**AWARD**

1. The Central Government by exercising the powers conferred by Clause (d) of Sub-section (1) and Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L- 29012/197/98-IR(M) dated 5-5-1999 for adjudication on the following Schedule :

**SCHEDULE**

"Whether the action of the management in declaring lay-off in 4 chromite mines of Byrapur Division is justified ? If not, to what relief the workmen are entitled to ?"

2. The President of Mysore Minerals Limited Employees Association (hereinafter referred as I party) filed the claim statement asserting that II party which is running several mines in Chromite Sector with the Divisional Head Quarters at Byrapur, Hassan District under which Thagadur Chromite Mine, Jambur Chromite Mine, Bhaktharahalli Chromite Mine and Alldahalli Chromite Mines come wherein 290, 111, 143 and 138 workers respectively are working. It is further asserted that the II party by Order No. PER/240/GEN/98-99/2504 dated

01-9-1998 obtaining false reports from its Officers and Mines Manager to the effect that, due to heavy rains in the areas mining operations had become difficult due to water logging of pits and that it was not conducive to conduct mining operations for another three to four months laid off the mining work w.e.f. 1-9-1998. It has further asserted that the I party Union which is the only majority and representative Trade Union of the workers employed in the II party company in the State and which has been declared as the Sole Collective Bargaining Agent in respect of these workers in a referendum challenged the stand taken up by the management and termed the closure of the Mines as violative of Section 25 (o) of the ID Act terming the lay-off of the workers as being violative of Section 25(m) of the said act and that the company had not applied for and obtained necessary permission from the Central Government which is appropriate Government under the Act to layoff the workers therein with a request to the management to re-open these mines, and to provide work, to the workers. It is further asserted that there was no heavy monsoon rains making the mining operation impossible and those reasons put forward was to close down the operation and to lay-off workers, illegally. It is further asserted that when the matter was taken up before the Conciliation Officer, the management falsely opposed the demand of the workmen and stuck up to their illegal act of lay-off by which 637 workmen were to suffer without proper income. It is further asserted the lay-off w.e.f. 1-9-1998 being illegal as per provisions of Sub-section 8 of Section 25(m) of ID Act workmen are entitled for all the benefits as if they had not been laid off.

3. The II party management in its Counter Statement supported its decision contending that due to unavoidable circumstances incorporated under the order it was compelled to close four mines temporarily w.e.f. 1-9-1998 as per the report of the Senior Surveyor and others officials due to water logging of pits due to heavy rain for few weeks prior to 1-9-1998 along with other allied reasons. It has further contended that under Section 25(m) of the ID act, no prior permission is required from Government for such temporary closure or lay-off which is due to natural calamity/flood. It has further stated in the counter statement the II party has paid lay-off wages to the 50% of gross salary without any deduction for the period from 16-9-1998 to 30-11-1999. It has further asserted that the workers of it four mines being not members of the I party Union, the I party has no locus standi to raise this dispute and that the majority of the employees of the II party working in four mines have not authorized the I party to raise the dispute on their behalf as such the present dispute referred is bad in law etc.

4. Having regard to the assertion made in the Claim and Counter Statement my learned predecessor formulated two following issues as preliminary issues :



**Issue No. 1 :** "Whether the I party proves that, it has locus standi to represent the workmen of four mines of II party of Byrapur Division ?"

**Issue No. 2 :** "Whether the I party proves that it is an Industrial Dispute under Section 2 (k) of ID act, and has the support of majority of workmen of four mines of Byrapur Division?"

5. On these issues after recording the evidence of the management and affording several opportunity to the I party to lead evidence making attempt to serve notices through RPAD by order dated 16-6-2004, on the ground that the two issues have remained unsubstantiated by the I party answered them in the Negative and rejected the reference.

6. Subsequently, on the application filed by the I party under Order 9 Rule 13 of CPC registering it in Misc. 02/2004 after causing notice to the II party and holding trial by order dated 5-4-2005 allowed that application set aside the award passed on 16-6-2004 and restored the reference.

7. After re-opening of the reference when my learned predecessor posted the matter for evidence of II party on merits on behalf of the II party while further examining MW 1 Ex M-1 to Ex M-6 got marked. Inter alia, the President examined himself as WW 1 got marked Ex W-1 to Ex W-3 and by consent of the management got marked Ex W-4 to Ex W-11 (the details of documents got marked by both sides are described in the annexure).

8. With the above pleadings and evidence placed on record by the parties, arguments addressed by learned advocates of both the sides were heard.

9. In view of the facts narrated by me above the points that arises for consideration in disposal of this dispute are :

**Issue No. 1 :** "Whether the I party proves that, it has locus standi to represent the workmen of four mines of II party of Byrapur Division?"

**Issue No. 2 :** "Whether the I party proves that it is an Industrial Dispute under Section 2 (k) of ID Act, and has the support of majority of workmen of four mines of Byrapur Division?"

**Issue No. 3 :** "Whether the action of the management in declaring lay-off in 4 chromite mines of Byrapur Division is justified? If not, to what relief the workmen are entitled to?"

#### 10. Issue Nos. 1 & 2 :

10 (a) The I party to substantiate its authority to raise the dispute produced authorization letter given by the representatives of four mines which has been marked at Ex W-1 Series. These documentary evidence produced by WW 1 has not been seriously challenged in the cross-examination once putting suggesting that they are created,

and II party failed to place on record acceptable material for having withdrawn the recognition of the Union as tried to be made out during the course of evidence, therefore, I find no substance in these contentions regarding locus standi of I party in raising this dispute. Accordingly, I arrive at conclusion of answering these two points in the affirmative.

#### 11. Issue No. 3 :

11 (a). Admittedly the lay-off in question for the period from 1-9-1998 to 30-11-1999 was not one after taking prior permission from the appropriate Government as required under first part of sub-section 1 of Section 25(m) of the ID Act and shelter being taken under second part of that Section having constrained to lay-off without taking prior permission due to heavy monsoon rains resulting in floods it is to be seen whether the II party proved that there was heavy monsoon rains resulting in floods logging the pits making it impossible to continue the mining operations. In this regard no documentary evidence is produced on behalf of the management to substantiate the reports allegedly given by its officers that there was heavy monsoon rain due to which water logging of the pits had taken place making it impossible to continue mining operation and management placed reliance on Ex W-2, the certificate of Deputy Tahsildar, Nada Kacheri, Nuggehalli Hobli, Chanarayapatna Taluk, produced by the I party itself, But, in this document/certificate he has not certified due to rains in the year 1998-99 no tanks were completely filled and there was also no maximum rain during that year, The statistics of the rain attached to this certificate also do not disclose there having been heavy monsoon rains during the relevant period resulting in floods and water logging of the pits making the mining operation impossible, Even assuming the rain that was poured in the month of August was on higher side that in itself is not sufficient enough to justify the action of II party to close down or layoff the work unless it establishes that it was impossible to continue the mining operation, Even otherwise of sub-section 3 of Section 25(m) of the ID act the exemption given taking prior permission at the Government to layoff is with condition to get it rectified applying to the appropriate government within 30 days from the date of layoff, Sub-section 3 to Section 25(m) makes mandatory to apply to the government in the prescribed manner within a period of 30 days from the date of commencement of such layoff and on such application the appropriate government has to decide within 60 days as to whether the management is justified in laying off the operation of the mines, In the present case the management having failed to plead or place on record any material within a period of 30 days from the date of commencement of layoff having applied to the appropriate government in the prescribed format lay-off cannot be justified. First part of Sub-section 3 of Section 25(m) exempt the management from taking prior permission of the government in emergency situation such as fire, flood or excess of inflammable gas or explosion but sub-

section 3 to Section 25(m) its second part makes it mandatory within a period of 30 days from the date of lay off to apply in the prescribed format to the appropriate government or for permission of continue the lay off. Since as adverted to by me above, no such application being made within a prescribed period lay off cannot be justified. In the result I arrive at the conclusion the action of the management laying off four chromite mines in Byrapura Division is not justified.

12. Since as stated in the Counter Statement during the lay off period only 50% of the wages have been paid to the workers that the action of the management being found not justified, the workers as provided under sub-section 3 of Section 25(m) are entitle for full wages for the period of lay off. In the result, I pass the following :

#### ORDER

The reference is allowed holding the action of the management in declaring lay off at four chromite mines of Byrapura Mines Division as not justified and consequently the II party/management is liable to pay full wages to the workers on muster roll during that period deducting the wages already paid to them with interest there on @ 6 % per annum within two months from the date of notification of the award. In case of failure to make payment within the stipulated date the amount payable to each worker shall carry interest @ 10 % per annum from there onwards. No order as to cost.

(Dictated to UDC, transcribed by him, corrected and signed by me on 10th March, 2011)

S. N. NAVALGUND, Presiding Officer

#### ANNEXURE-I

#### Witness examined :

MW 1 : Sh. M. G. Basavarajappa, Law Officer.

WW 1 : Sh. G Sreeramaiah, President, Mysore Minerals Employees Association.

#### Documents exhibited on behalf of Management:

Ex M-1: Opinion of Technical Consultancy Division dated 7-9-1998.

Ex M-2: Office Order dated 1-6-1998.

Ex M-3: Recognition of Mysore Minerals Employees Association dated 7-7-1992.

Ex M-4: Order dated 1-9-1998.

Ex M-5: Declaration of Lay off order dated 11-9-1998.

Ex M-6: Letter of Intimation to RLC(C), Bangalore dated 15-9-1998.

#### Documents exhibited on behalf of Management :

Ex W-1: Authorization letters given by the four mines.

Ex W-2: Certificate issued by Deputy Tahsildar.

Ex W-3: Certified copy of order dated 1-9-1998 passed by II party.

#### Documents exhibited by consent :

Ex W-4: Profit and Loss accounts statement of MML of 2003-04.

Ex W-5: Profit and Loss accounts statement of MML of 2004-05.

Ex W-6: Profit and Loss accounts statement of MML of 2005-06.

Ex W-7: Profit and Loss accounts statement of MML of 2007-08.

Ex W-8: Balance Sheet of MML for the year 31-3-2007.

Ex W-9: Annual Report of MML for the year 2007-08.

Ex W-10: Annual Report of MML for the year 2008-09.

Ex W-11: Circular dated 31-8-2004 issued by MML showing the existence of MML Employees Association.

नई दिल्ली, 28 मार्च, 2011

का.आ. 1198.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केरला मिनरल्स एंड मेटल्स लिमिटेड कौलम के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोचिन के पंचाट (संदर्भ संख्या 27/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-3-2011 को प्राप्त हुआ था।

[सं. एल-29011/14/2008-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 28th March, 2011

S.O. 1198.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 27/2008) of the Central Government Industrial Tribunal/Labour Court, Cochin now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Kerala Minerals and Metals Ltd., Kollam and their workmen, which was received by the Central Government on 28-3-2011.

[No. L-29011/14/2008-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri. D. SREEVALLABHAN, B.Sc., LLB.,  
Presiding Officer

(Monday the 28th day of  
February, 2011/9th Phalgun, 1932)

I.D. 27/2008



- Unions :
- (1) The General Secretary,  
Titanium Employees Union (UTUC),  
Chavara, Kollam-691 583.
  - (2) The General Secretary,  
Titanium Complex Employees Union,  
C/o KMML, Chavara, Kollam-691583.
  - (3) The General Secretary,  
Titanium Employees Union,  
C/o KMML, Chavara P.O.,  
Kollam-691583.
  - (4) The General Secretary,  
Kerala Minerals and Titanium  
Employees Association (AITUC),  
C/o KMML, Chavara P.O., Kollam.
  - (5) The General Secretary,  
Titanium Labours Congress,  
C/o KMML, Chavara P.O., Kollam.
  - (6) The General Secretary,  
KMM Employees Organization (STU),  
C/o M/s. KMML, Chavara P.O.,  
Kollam.
  - (7) The General Secretary,  
Titanium Complex Workers Association,  
C/o KMML, Chavara P.O.,  
Kollam

(Unions 1, 2, 4 to 6 represented by Adv. Sri. M. V. Thambran).

Management : (1) The Managing Director,  
(Respondent) Kerala Minerals and Metals Ltd.,  
P.O. No. 4, Sankaramangalam,  
Chavara, Kollam-691 583.  
By Adv. M/s. Menon & Pai.

Addl. Respondents : (2) S. Sathee/shichandrababu,  
General Secretary,  
KMM Titanium Employees  
Union (CITU), Chavara,  
Kollam District.

(3) R. Jayakumar,  
General Secretary,  
Titanium Complex Employees  
Congress (INTUC), Chavara,  
Kollam District.

(Additional Respondents 2 & 3 represented  
by Adv. M/s. K.P. Satheesan & M.R. Jayaprasad).

This case coming up for final hearing on 28-02-2011  
and this Tribunal-cum-Labour Court on the same day  
passed the following :

#### AWARD

Seven unrecognised trade unions of the employees  
of M/s. Kerala Minerals and Metals Ltd., arrayed as unions

1 to 7 herein, raised the industrial dispute about the  
reconstitution of the various committees with the  
representatives of the workmen nominated from the two  
recognised trade unions without conducting election as  
per the rules.

2. The issue referred for adjudication is "whether the  
action of the management of Kerala Minerals and Metals  
Limited, Chavara in nominating workers representatives in  
various committees existing in the establishment in  
consultation with the recognised Associations who are  
not representing majority of the workers of the  
establishment is justified when the constitution of such  
committees provides for election of workers'  
representative ?".

3. Kerala Minerals and Metals Limited, the  
management, is a company incorporated under the  
Companies Act, 1956. There are two units for the company,  
the Mineral Separation Unit (MS Unit) and the Titanium  
Dioxide Pigment Unit (TP Unit). In the MS Unit there are  
540 workers engaged in the work of separation of minerals  
from beach sand and 959 workers in the T.P. Unit engaged  
in the manufacture of Titanium Dioxide by using those  
minerals. The referendum to be conducted once in four  
years to determine the strength of the trade unions as per  
the terms of the Memorandum of Settlement dated 28-5-  
1999 was conducted on 20-7-2007 through secret ballot  
and out of the nine trade unions in the T.P. Unit two unions  
got recognition as those unions only got more than the  
minimum of 15% of the votes to be secured for recognition.  
After the referendum the management reconstituted the  
various committees in the establishment by nominating  
the workmen's representatives from those trade unions  
ignoring the demand of the unrecognised trade unions to  
conduct election as per the rules. Hence the unrecognised  
trade unions raised the dispute which led to this reference.

4. Claimants other than 3 and 7 entered appearance  
and jointly filed claim statement with the allegations that  
while the conciliation proceedings were going on about  
the demand made by the unrecognized trade unions to  
conduct election the management without waiting for its  
outcome hastily started to reconstitute the various  
committees in the T.P. Unit of the establishment by  
nominating the workers representatives from the two  
recognised trade unions without having any discussion  
with the unrecognised trade unions. Those two recognised  
trade unions have got only the combined strength of 43%  
of the workmen while the unrecognized trade unions have  
the combined support of the remaining 57%. The  
management justifies its action of nomination of workers'  
representatives to the committees stating that it was the  
practice followed for the reconstitution of the committees.  
But the committees were reconstituted through nomination  
of workers' representatives after the two previous  
referendums only. It was not challenged by the  
unrecognised trade unions at that time since the recognised

unions were having the support of the majority of workers. Earlier to those two occasions the practice was to conduct election and the same is now to be followed since the two recognised unions at present forms only a minority. The Works Committee is to be constituted only through election and not by nominating them from the recognised trade unions. Hence the management is duty bound to reconstitute the various committees by conducting election in pursuance of the demand made by the unrecognised trade unions representing the majority of the workmen.

5. The management, originally arrayed as the sole respondent in the claim statement, filed written statement and has put forward the contentions that the referendum was validly held on 20-7-2007 and after that the management reconstituted the Committee/Trust by nominating the workers' representatives from the two recognised trade unions as per the existing practice recognized and accepted by the unrecognized trade unions. As per Clause-29 in Article XX of the Memorandum of Settlement signed between the management and the unions on 28-5-1999 and also the decisions taken in the joint meeting convened on 22-6-2007 by the Regional Labour Commissioner for discussing the modalities of the referendum to be held on 20-7-2007 management need to have discussion only with the recognized trade unions for the reconstitution of the committee/trust and the unrecognized unions cannot question the legality of the reconstitution of the committee/trust through nomination of the workers' representatives.

6. Unions filed rejoinder denying the contentions in the written statement and reaffirming the allegations in the claim petition and also by making a specific allegation with regard to the illegality of the nomination of workers' representatives on the ground that those were to be elected as per the different sets of rules regarding the formation of those committees.

7. The two recognised unions were allowed to be impleaded as additional respondents 2 and 3 by my learned predecessor in office vide order dated 18-5-2010 on I.A. 40/2010. They have filed a joint written statement supporting the contentions put forward by the management in the written statement and also contending that the management has got the right for nomination for the inclusion of the workers representatives to the Provident Fund Trust Committee and Welfare Fund Committee as per the revised Rules made for the formation of those committees and as per the unchallenged precedent of making nominations to the various committees from the recognized trade unions.

8. After the filing of the written statement of additional respondents 2 and 3 the unions filed an additional rejoinder denying the contentions put forward by them and also contending that the management made nominations for the reconstitution of the various statutory committees in violation of the Rules which expressly provide that the selection is to be by election.

9. Without seeking permission additional respondents 2 and 3 filed an additional written statement after the filing of the additional rejoinder re-iterating the contention that even if there are rules which provide that the workers' representatives are to be elected then also there can be nomination from the recognized trade unions following the practice even recognized by the claimant unions and also in view of the express provision contained in the memorandum of settlement dated 28-5-1999 that discussions are only to be with the recognized trade unions.

10. The point for determination is :

Whether the action of the management in nominating workers representatives in various committees in consultation with the recognized associations is justified and if not, what reliefs the unrecognized unions are entitled?

11. For the purpose of deciding this reference one witness was examined from the side of the unions as WW1 and Exts.W1 to W7 were marked and for the management one witness was examined as MW1 and Exts.M1 to M-14 were marked. No oral evidence was adduced by additional respondents 2 and 3. The documents produced by them were marked as Ext. W8 series.

12. **The Point :** In order to answer the reference it is mainly to be considered whether the nomination of the workers' representatives to the various committees in consultation with the only two recognised trade unions not representing the majority of the workers in the establishment in violation of the rules which expressly provide for election of the workers' representatives to the various committees in the establishment is justifiable.

13. It is the case of the unions in the claim statement that workers' representatives are to be elected and not to be nominated since the recognised trade unions have got only the support of 43% of the workmen forming the minority while the unrecognized trade unions have the support of 57% of the workers forming the majority and that the Works Committee is to be reconstituted by conducting election as per the rules. It is in the rejoinder and additional rejoinder they have put forward the specific case that in the case of the Welfare Fund Trust Board, Provident Fund Trust Board, Safety Committee and Canteen Management Committee the workers' representatives are to be elected as per the rules.

14. Learned counsel for the unions has submitted that after the referendum the management had reconstituted the Board of Trustees of the Welfare Fund Trust Board, Provident Fund Trust Board, the Safety Committee and the Canteen Management Committee by nominating the workers' representatives without conducting election and it is in violation of the different sets of rules made for the formation of those committees. It was further submitted by him that though there is allegation in the claim statement that the workers' representatives are to be elected for the

constitution of the Works Committee as per Rule 42 of the Industrial Disputes (Central) Rules, 1957 it does not require any consideration as there was no reconstitution of that committee through nomination after the referendum. On the other hand learned counsel for the management as well as additional respondents 2 and 3 has argued that the management can reconstitute the committees through nomination of the workers' representatives after having discussions with the recognised trade unions as per Clause-29 contained in Ext. M 1. They also projected the practice and precedent for the approval of the action of the management of the reconstitution of the committees by nominating the workers' representatives.

15. As per the rules for the constitution of the four committees mentioned above the workers representatives are to be elected and not to be nominated. In order to make it clear it is necessary to have a glance of the rules framed for the formation of those committees. Unions have produced Ext.W1 to satisfy that the representatives of the workers in the Board of Trustees to the Employees Provident Fund Trust are to be elected from amongst the members. It was got marked through WW 1 and no challenge was made about those rules during his cross examination. MW 1 would expressly admit during his cross examination that the workers representatives for the Board of Trustees of the Provident Fund Trust Board are to be elected as per those rules. Clause 11 (2) of the Rules deals with the formation of the Board of Trustees. It reads thus :

"The Board shall have 10 Trustees consisting of 5 nominated by the employer from among the Officers employed in the managerial and administrative capacity and the remaining 5 elected from amongst the members. The Chairman shall be one of the Trustees nominated by the employer and shall preside over at every meeting of the Board of which he is present. Out of 5 Trustees to be elected from the members one shall be elected from the constituency of those members who are classified as Officers ....."

"Clause 12(i) therein provides the procedure for Election of Employees' Representatives and the same is extracted below:

"The representatives of the employees in the Board of Trustees shall be elected by the members of the Fund from among its members in the respective constituency in an election to be held by the employer for the purpose on any working day."

16. The learned counsel for the management as well as additional respondents 2 and 3 have pointed out that those rules were amended and that the revised rules provide that the workers' representatives in the Board of Trustees are to be nominated by the management. The relevant portion of the revised rules was got marked by additional respondents 2 and 3 as Ext.W8(f) during the cross examination of WW1 without any objection. Rule 3 (iii) contained in Ext.W8(f) deals with the Nomination of

Trustees. The relevant portion of the Rule reads as follows :—

"The employer shall nominate his representatives from amongst the officers employed in managerial or administrative capacity in the establishment,

(a) Election of employees representatives :

The representatives of the employees shall be elected by the members of the Fund in an election to be held for the purpose on any working day :

Provided that wherever there is a recognised Union under code of discipline or under any Act such union shall nominate the employee's representatives.

Provided in case there are more than one recognised trade unions (recognised by the employer) in one establishment, the procedure of election of members of Board of Trustees shall be followed as prescribed under the rules."

17. It also envisages election of the workers' representatives and nomination is given as an exception only in the case of an establishment where there is only one recognised trade union. In other words election is the general rule and nomination is the exception even as per the revised Rules. The reconstitution of the Board of Trustees was to be through election of the workers' representatives. Hence as per the rules management is not invested with the power for nomination of the workers' representatives to the Board of Trustees of Provident Fund Trust.

18. There is no dispute as to the fact that the Canteen Management Committee and Safety Committee are to be constituted with the workers' representatives elected by the workers as per the Rules. The relevant rule dealing with constitution of the Canteen Management Committee is Rule 96 (2) of the Kerala Factories Rules which is extracted below :

"The Canteen Managing Committee shall consist of an equal number of persons nominated by the occupier and elected by the workers. The number of elected workers shall be in the proportion of one for every 1,000 workers employed in the factory, provided that in no case shall there be more than five or less than two workers on the Committee and in cases where the workers refuse to elect their representatives the occupier shall himself nominate the workers' representatives."

There also the general rule is election and nomination is an exception to be had only when there is refusal to elect their representatives by the workers.

19. Here there is no case for any of the parties that election was conducted for the purpose of the reconstitution of the Canteen Management Committee. Management has no power for nomination of the workers

representatives without conducting election as per the rules.

20. Rule 81 of the Kerala Factories Rules envisages the constitution of the Safety Committee and sub-clause-3 of the Rule expressly states that the workers representatives for that committee shall be elected by the workers. Management is not invested with any right to nominate the workers representatives in that committee.

21. Regarding the constitution of the Board of Trustees of the Welfare Fund Trust Ext. W4, the photocopy of the Titanium Employees Welfare Fund Trust Rules, was referred to by the learned counsel for the unions. It was submitted by him that it provides for selection of the workers' representatives through nomination by the trade unions or by election by referring Rule IV of that bye-laws. It reads thus :

#### IV. CONSTITUTION OF THE BOARD OF TRUSTEES :

(1) The Board of Trustees shall consist of five representatives nominated by the Trade Unions/elected by the members of the Fund and five representatives nominated by the Management. From among the representatives of the Management, the Managing Director will nominate the Chairman and the Treasurer. The Treasurer will be an Officer nominated from the Finance Department and he will be the custodian of the records/accounts connected with the Fund. The Committee shall elect Vice Chairman and Secretary from among the elected representatives of the members of the Committee.

(2) The terms of the Board :

The terms of Office of the Managing Trustees shall be 3 years from the date of election/nomination of the representatives of the members to the trustee. In case of any bye-election to fill a casual vacancy, the representative of the members so elected shall be in office only for the remaining term of the Committee.

(3) Election of members representatives :

in case nomination is not possible members representatives to the Board of Trustees shall be elected from among the members of the Fund by the secret ballot. The Election shall be conducted by the company. All the members of the Fund shall be eligible for voting. Any member who is eligible to vote shall be eligible to become a candidate.

In the event of a representative of the members ceasing to be a representative, bye-election/nomination will be conducted for filling up of the vacancy if the balance term of the committee is more than one year".

22. The five representatives of the Board of Trustees are to be nominated by the Trade Unions and if nomination is not possible they are to be elected by the members of the fund. It is not provided that nomination is to be done by

the recognised trade unions. Until and unless there is express mention with regard to recognised trade unions all the registered unions will have the right for nomination. If nomination is possible, the reconstitution of the Committee by the management through nomination only from the recognised unions cannot be said to be in conformity with the provisions contained in the bye-laws.

23. The reconstitution of the committees through nomination in the TP Unit after the referendum held on 20-7-2007 is in violation of the prescribed rules. During the cross examination of MW 1 it was expressly admitted by him that the workers' representatives to those four committees are to be elected as per the rules but they were nominated as per the provision contained in the Long Term Settlement signed by the unions and management on 28-5-1999 marked as Ext.M1. Reference was made by the learned counsel for the Additional respondents 2 and 3 to Clause 29 under Article XX in Ext.M 1 to satisfy that the workers' representatives can be nominated after having discussion with the recognised trade unions. It reads as follows :—

"29. It is agreed that referendum shall be conducted through secret ballot for recognition of trade unions once in four years. The basis for recognition of trade unions shall be minimum 15% representation of the workmen. Management shall hold discussions only with the representatives of the recognised trade unions"

In that provision there is no mention either express or implied with regard to the conduct of election or nomination. It cannot take away the right to have election for the selection of workers' representatives in those committees. There are statutory rules or bye-laws for the constitution of those committees. It cannot be said that it can be done in violation of the rules/bye-laws by resorting to the provision contained in Ext.M1 which only provides that discussions to be had with recognised trade unions. MW 1 also would admit during his cross examination that there is no provision in Ext. M1 which provides for reconstitution of those committees through nomination without conducting election. There cannot be an agreement in violation of the statutory rules/bye-laws and even if there is any such agreement that cannot prevail over it. The action of the management for selection of the workers' representatives through nomination is in violation of the rules and the same cannot be justified.

24. The accepted practice of nomination is pointed out to be a reason for the justification of the action of the management for nomination of the workers' representatives to those committees. It is true that the unions would admit that after the two previous referendums those committees were reconstituted through nomination of the workers' representatives from the recognised trade unions. According to them at that time the recognised trade unions were having the combined strength of the majority of the workers and hence it was not necessary to make the demand

for election. Earlier to that the practice was to conduct election for the workers' representatives in those committees. Merely for the reason that the committees were reconstituted by nominating the workers' representatives on previous two occasions when the recognised unions were having majority cannot be accepted as a reason to justify the continuance of such a practice when there are statutory rules/bye-laws for the constitution of the committees. The committees are to be constituted in accordance with the rules or the provisions contained in the bye-laws and precedent cannot be allowed to overcome the rules and bye-laws.

25. The reconstitution of the various committees in the establishment by the management after the referendum on 20-7-2007 was in violation of the statutory rules/bye-laws. Since the committees are to be constituted in accordance with the rules and as the same is not done in that manner it can very well be held that the management is not justified in selecting the workers' representatives for the Provident Fund Trust Board, Canteen Management Committee and Safety Committee through nomination without conducting election and also nominating the workers representatives for the Board of Trustees of the Welfare Fund Trust from the two recognized trade unions.

In the result an award is passed finding that the action of the management in nominating workers' representatives in various committees in the establishment in consultation with the two recognized trade unions which forms minority without conducting election cannot be justified.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 28th day of February, 2011.

D. SREE VALLABHAN, Presiding Officer

#### APPENDIX

##### Witness for the Unions

WW1— Babu Chandran, Representative of the 1st claimant trade union.

##### Witness for the Managements

MW1— A.A.Shijad, Deputy Manager (P&A), Kerala Minerals and Metals Ltd., Chavara.

##### Exhibits for the Unions

- W1— Photocopy of the KMML (Pigment Unit) Employees Provident Fund Rules.
- W2— Photocopy of the page containing Rule 96 of the Kerala Factories Rules.
- W3— Photocopy of the page containing Rule 81 of the Kerala Factories Rules.

- W4— Photocopy of the Memorandum of Settlement dated 1-3-1997 with regard to the formation of the Welfare Fund Trust and the bye-laws.
- W5— Photocopy of the notice dated 29-9-2007 as to the Reconstitution of Titanium Employees Welfare Fund Trust.
- W6— Photocopy of the notice dated 30-6-2008 about the Reconstitution of the Safety Committee.
- W7— Photocopy of the notice dated 14-7-2008 as to the Reconstitution of the Provident Fund Trust.
- W8— Photocopy of the Memorandum of Settlement dated 28-5-1999.
- Ext. 8(a) Photocopy of the Letter dated 01-3-1999 addressed to Managing Director, KMML, Chavara.
- Ext. 8(b) Photocopy of the Minutes of the meeting held on 22-6-2007.
- Ext. 8(c) Photocopy of the Judgment dated 23-8-2007 in WPC No.25705/2007(1).
- Ext. 8(d) Photocopy of the Judgment dated 13-2-2009 in Writ Appeal No.2278/2007.
- Ext. 8(e) Photocopy of the Memorandum of Settlement dated 26-2-2009.
- Ext. 8(f) Photocopy of the relevant portion of the Revised PF Rules.
- Ext. 8(g) Photocopy of the Memorandum of Settlement dated 18-3-1997.

##### Exhibits for the Managements

- Ext.M1— Photocopy of the Memorandum of Settlement dated 28-5-1999.
- Ext.M2— Photocopy of the Letter No. 11(1)07-B3 dated 29-3-2007 to the Assistant General Manager (P&A), Kerala Minerals & Metals Limited by the Regional Labour Commissioner (Central), Kochi.
- Ext.M3— Photocopy of the Letter dated 2-4-2007 addressed to the Regional Labour Commissioner (Central), Kochi.
- Ext. M3(a)— Photocopy of the Letter dated 2-4-2007 addressed to the Regional Labour Commissioner (Central), Kochi.
- Ext.M3(b)— Photocopy of the Letter dated 2-4-2007 addressed to the Regional Labour Commissioner (Central), Kochi.
- Ext. M3(c)— Photocopy of the Letter dated 2-4-2007 addressed to the Regional Labour Commissioner (Central), Kochi.



- Ext. M3(d)— Photocopy of the Letter dated 2-4-2007 addressed to the Regional Labour Commissioner (Central), Kochi.
- Ext. M3(e)— Photocopy of the Letter dated 2-4-2007 addressed to the Regional Labour Commissioner (Central), Kochi.
- Ext. M3(f)— Photocopy of the Letter dated 2-4-2007 addressed to the Regional Labour Commissioner (Central), Kochi by the Additional Respondent No. 3.
- Ext. M3(g)— Photocopy of the Letter dated 2-4-2007 addressed to the Regional Labour Commissioner (Central), Kochi.
- Ext. M4— Photocopy of the Letter dated 3-4-2007 addressed to the Regional Labour Commissioner (Central), Kochi.
- Ext. M5— Photocopy of the Letter dated 7-4-2007 addressed to the Regional Labour Commissioner (Central), Kochi by the Assistant General Manager (P&A) of the KMM Ltd.
- Ext. M6— Photocopy of the Minutes of the meeting held before the Regional Labour Commissioner (C), Cochin on 22-6-2007.
- Ext. M7— Photocopy of the Order dated 16-7-2007 of the Returning Officer and Regional Labour Commissioner (C), Cochin.
- Ext. M8— Photocopy of the Result of the referendum.
- Ext. M9— Photocopy of the Letter dated 29-8-2007 addressed to the Assistant Labour Commissioner (Central), Thiruvananthapuram by the Deputy General Manager (P&A) of the K.M.M. Ltd.
- Ext. M10— Photocopy of the Letter dated 19-6-2003 addressed to the Joint General Manager (P&A), K.M.M.L.
- Ext. M11— Photocopy of the Letter dated 3-11-2007 addressed to the Assistant Labour Commissioner (Central), Thiruvananthapuram by the Deputy General Manager (P & A), KMML.
- Ext. M12— Photocopy of the Letter dated 8-10-2007 addressed to the Assistant General Manager (P&A) , K.M.M.L. from the Ministry of Labour and Employment, New Delhi as to the verification of the unions on 20-7-2007.
- Ext. M13— Photocopy of the Judgment dated 23-8-2007 in WP(C).25705/2007 (1).
- Ext. M14— Photocopy of the Judgment dated 13-2-2009 in W.A. No. 2278 of 2007.
- नई दिल्ली, 29 मार्च, 2011
- का. आ. 1199.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं.सीजीआईटी/एलसी/आर/32/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-3-2011 को प्राप्त हुआ था।
- [सं. एल-12012/27/1997-आई आर(बी-II)]  
रमेश सिंह, डेस्क अधिकारी
- New Delhi, the 29th March, 2011
- S. O. 1199.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/32/1998) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of The Regional Manager, Allahabad Bank, R. O. and their workman, which was received by the Central Government on 29-3-2011.
- [No. L-12012/27/1997-IR(B-II)]  
RAMESH SINGH, Desk Officer
- ANNEXURE**
- BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR**
- No. CGIT/LC/R/32/98**
- PRESIDING OFFICER: SHRI MOHD. SHAKIR HASAN**
- Shri R.K.Khobragade,  
Ex.Head Cashier,  
Allahabad Bank,  
Branch Bilaspur,  
C/o Shri R.P. Pastare,  
Behind Normal School, Bilaspur (MP)
- Workman/Union
- Versus
- The Branch Manager,  
Allahabad Bank,  
Branch Bilaspur,  
PO & Distt. Bilaspur (MP)
- Management

**AWARD**

Passed on this 14th day of March, 2011

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/027/97/IR(B-II) dated 26-2-1998 has referred the following dispute for adjudication by this tribunal :—

“ Whether the punishment of dismissal from Bank Service imposed on Shri R.K.Khobragade, Ex-head cashier by the management of Allahabad Bank vide order dt. 10-7-91 is justified? If not, to what relief the said workman is entitled?”

2. The case of the workman, in short is that he was posted and was working at Bilaspur branch of Allahabad Bank. He was charge sheeted on 26-11-90 for embezzlement of an amount of Rs.50,000 (Rupees Fifty Thousand only) and Rs.100/- on 21-2-90. He gave reply on 4-12-90 but the Disciplinary Authority ordered for departmental enquiry vide order dated 7-1-91. The Enquiry Officer and Presenting officer were appointed. The Enquiry Officer concluded the enquiry in five sittings on 22-3-91. The Enquiry Officer found him guilty of the charge of embezzlement of Rs.50,000/- but held not guilty of the charge of Rs.100/-. The Disciplinary Authority on the basis of enquiry report passed the order of dismissal on 10-7-91. The workman filed appeal against the dismissal order but the Appellate Authority also rejected his appeal vide order dated 27-3-92. The matter was also reported to the police and a criminal case No. 4408/92 was registered before the CJM, Bilaspur MP wherein he was acquitted on 22-10-94. After acquittal he filed representation before Chairman-Cum-Managing Director, Allahabad Bank but it is not yet entertained. The workman also challenged the legality of the departmental enquiry on the ground of violation of natural justice for not giving proper opportunity to examine the witness and for not supply certain documents. It is stated that innocent shortage of cash cannot be termed as dishonest misappropriation. It is stated that it was not proved that such innocent shortage was converted in his own use. It is stated that similar incident was reported against him for shortage of Rs. 30,000 on 12-1-90 which was subsequently found that it was a mistake of posting. It is stated that the workman alone was not to be responsible for shortage of the amount leaving other persons of cash department. It is stated that the keys of the cash section were lost and duplicate keys were being used and some one might have taken the advantage of missing of keys. It is stated that the quantum of punishment of dismissal is too harsh. On these grounds, the order of termination be set aside and the workman be reinstated with full back wages.

3. The management appeared and filed Written Statement to contest the reference. The case of the management, inter alia, is that the workman was admittedly working as Head cashier at Bilaspur of the Allahabad Bank.

He was admittedly charge sheeted for embezzlement of Rs.50,000 on 21-2-90 and for committing mistake of Rs.100 in the cash scroll. His reply was unsatisfactory and therefore the departmental proceeding was initiated. Shri S.L.Tiwari was appointed as Enquiry Officer and Shri V.K.Shrivastava was appointed as Presenting Officer. The Enquiry Officer conducted the enquiry and full opportunity was given to the delinquent workman. He was assisted by Defence Representative. After enquiry, he was found guilty of the charge of embezzlement of Rs.50,000 and another charge of Rs. 100 was not found proved. The Enquiry Officer submitted his enquiry report. The Disciplinary Authority issued show cause with proposed punishment. The delinquent workman submitted his explanation which was not satisfactory. The Disciplinary Authority considering the seriousness of the charge and also the fact on record, passed the order of dismissal. Admittedly he filed appeal but the Appellate Authority did not find any merit and rejected the appeal. The punishment of dismissal was imposed on him after having proved the misconduct in the departmental enquiry by the management. It is submitted that the workman does not deserve any lenient punishment in view of his past punishment also. On these grounds, he is not entitled to any relief.

4. On the basis of the pleadings of both the parties, the following issues are for adjudication

I. Whether the departmental proceeding conducted by the management against the workman was legal and proper?

II. Whether the findings of the Enquiry Officer is perverse?

III. Whether the punishment imposed on the workman is just and proper?

IV. To what relief, if any, the workman is entitled?

**5. Issue No. I**

This issue is taken up as preliminary issue and after hearing both the parties and after considering all materials on record, it was held that the departmental enquiry was legal and proper by the order passed on 6-1-2010. Thus this issue is already decided as preliminary issue.

**6. Issue No. II**

Now the another important question is as to whether the findings of the Enquiry officer is perverse. It is not denied that the amount was not entrusted to the workman. Rather the entrustment at the time of starting business of the Bank hours is an admitted fact. It is also an admitted fact that the amount of Rs.50,000/- was found shortage from the possession of the workman at the end of the day. The enquiry proceeding shows that Shri L.D.Mishra, Manager, Bilaspur Branch, Smt. Sushma Kashyap working



as cashier-cum-clerk and Shri Y.S.Sharma, Officiating Manager of Bilaspur branch were examined by the Management in the enquiry proceeding. Their evidence shows that they had fully supported the case of the management that the amount was entrusted to the delinquent workman and the amount of Rs.50,000 was found shortage and no reasonable explanation was given for shortage of huge amount from his possession. The evidence and findings of the E.O further show that he had started certain wrong practices after joining the said branch. Thus there is no perversity in the findings of the Enquiry Officer. The defence witness was adduced by the delinquent workman but it did not show that the findings of the E.O was perverse.

7. The learned counsel for the workman submits that criminal case was also lodged and he was acquitted by the criminal court. It is alleged that the same facts were also adjudicated by the criminal court and therefore the allegation of criminal misappropriation cannot sustain. The learned counsel for the defence has relied the decision passed in Writ Appeal No. 1068/2007. Kumudeh Kr. Tripathi versus Union of India and others by the Hon'ble High Court of Judicature at Jabalpur on 1-2-2008. He has also relied the decision reported in (2006) SCC 446 G.M. Tank Vrs. Tate of Gujrat and others. The learned counsel for the management argued that these decisions are not applicable in the case because the delinquent workman was acquitted in the criminal proceeding for lack of evidence. It is not based on the same evidence as in the departmental proceeding. The certified copy of the judgement of criminal Case no. 4408/92 passed on 22-10-94 is filed. The judgement clearly shows that the delinquent workman was acquitted for want of evidence. I, therefore, find that the above cited rulings are not applicable in the case as there is sufficient evidence in the departmental proceedings to prove gross misconduct against the delinquent workman. Considering the above discussion, I find that the findings of the Enquiry Officer is not perverse. This issue is decided against the workman and in favour of the management.

#### 8. Issue No. III & IV

Considering the discussion made above, I find that there is a serious misconduct committed by the workman and the punishment awarded to the workman is just and proper. I do not find any ground to interfere in the order of punishment. As such the workman is not entitled to any relief. The reference is, accordingly, answered.

9. In the result, the award is passed without any order to costs.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 30 मार्च, 2011

का. आ. 1200.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. सीजीआईटी/एलसी/आर/8/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-3-2011 को प्राप्त हुआ था।

[सं. एल-12012/185/1996-आई आर (बी-II)-पार्ट]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 30th March, 2011

S. O. 1200.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/8/1997) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 30-3-2011.

[No. L-12012/185/1996-IR(B-II)-Pt.]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/8/97

PRESIDING OFFICER : SHRI MOHD. SHAKIR HASAN

Shri Vijay Kumar Rajak,  
Through Shri G.L. Rajak,  
571, Peer Box Lane,  
Behind Jyoti Talkies,  
Napier Town, Jabalpur

...Workman/Union

Versus

The Regional Manager,  
Bank of Baroda,  
LIC Building,  
Raipur (MP)

...Management

#### AWARD

Passed on this 1st day of March 2011

1. The Government of India, Ministry of Labour vide its Notification No.L-12012/185/96-IR(B-2) dated 30-12-96 has referred the following dispute for adjudication by this tribunal:-

"Whether the action of the management of Bank of Baroda, Jabalpur in terminating the services of Shri Vijay Kumar Rajak a daily rated peon w.e.f. 15-9-95 is legal and justified? If not, to what relief the workman is entitled?"

2. The case of the workman in short is that he was engaged on daily wages as a peon in the Bank of Baroda, Napier Town Branch, Jabalpur on 4-5-1992 and was continuously working till 15-9-95 when all of a sudden he was terminated without any notice and without payment of retrenchment compensation. In the year 1992 he worked for 91 days, in 1993 - 359 days, in 1994-350 days and in 1995 till 15-9-95-230 days. It is stated that he worked more than 240 days preceding 12 months from the date of reference and the management has violated the provision of Section 25 F of the industrial Dispute Act, 1947 (in short the Act, 1947). It is submitted that the workman be reinstated with full back wages and cost of the proceeding.

3. The management appeared and contested the reference by filing Written Statement. The case of the management, inter alia is that the workman was engaged on daily wages by the Branch Manager who had no authority to appoint him. The Branch Manager had been given certain advantage to make arrangement to engage on reimbursement basis. The only Regional Manager has power to appoint him. As such his appointment is illegal. It is further stated that he was daily wagger and the contract of appointment started in the morning and came to an end on the end of the day. There is no violation of Section 25 F of the Act, 1947 rather his contractual appointment covered under Section 2(oo)(bb) of the Act, 1947. It is further stated that the Bank had decided to discontinue all casual employees and relaxation was obtained during 1995 for recruitment of 681 casual employees but the name of the workman did not appear in the list of these casual employees cleared by the Ministry during 1995. On these ground the dispute be answered in favour of the management.

4. On the basis of the pleadings of the parties, the following issues are framed for adjudication.

I. Whether the termination of the workman is illegal and unjustified under the provision of the Act, 1947?

II. To what relief, the workman is entitled?

#### 5. Issue No. I

The following facts appear to have been admitted by the parties.

a. The workman Shri Vijay Kumar Rajak was engaged as casual wages employee by the Management Bank.

b. He was engaged by the Branch Manager, Baroda Bank, Napier Town, Jabalpur.

c. He was terminated without notice and without any compensation as has been required under Section 25-F of the Act, 1947.

6. According to the workman, he was working since 4-5-92 continuously till 15-9-95 and had worked more than 240 days in each year specially 12 months preceding the date of reference. He has stated specific days of work of each year in his pleading whereas the pleading of the management is not consistent and is contradictory. It is stated that the engagement of the workman was on daily wages basis. Again it is stated that he was on contractual basis. It is further stated that the Branch Manager had no power to engage casual employee. Again it is contradicted that the Branch Manager had been given certain advantage to make arrangement to engage on reimbursement basis. It is further stated that the Bank had decided to discontinue all casual employees and relaxation was retained during 1995 for recruitment of 681 casual employees and his name did not appear in the list. These all pleadings of the management show that there is no specific pleading of the management.

7. Now let us examine the evidence adduced by the parties. The workman Shri Vijay Kumar Rajak is examined in the case. He has supported his case. He has stated that he was working as a peon since 4-5-1992 and was paid wages through vouchers. The photocopies of vouchers are filed by the workman which are marked as Exhibit W-1/A to W-1/u. These vouchers are admitted by the management. These vouchers are of the periods from 16-10-94 to 14-9-95. These vouchers are of 12 months preceding the date with reference and the wages are of more than 240 days. This clearly shows that 12 months preceding the date with reference he had worked more than 240 days. It comes under the purview of continuous service of one year as has been provided under Section 25 B of the Act, 1947. He has also filed certificate of the Branch Manager which also shows that he had worked continuously from 4-5-1992 to 31-10-94 for a period of 772 days. Thus the evidence of the workman shows that his termination without compliance of the provision of Section 25 F of the Act, 1947 is illegal and unjustified.

8. On the other hand, the management has examined two witnesses. The management witness Shri Randhir Kumar Sahani is Senior Branch Manager. He has contradicted his own evidence. In examination-in-chief, he has stated that he was posted as Branch Manager from 1992 to 1995 in the Napier Town Branch. In cross-examination, he has contradicted that he was not posted there from 4-9-92 to 15-9-95. He has stated that he had engaged the workman though he was not authorized to appoint sub staff or casual employee. He has further admitted that the wages were paid to the workman by vouchers. Thus his evidence corroborates the case of the workman. Another management witness Shri Mir Fazlullah

Hussain is also Sr. Manager at Bhopal. He was not posted at Napier Town Branch at the relevant time. He appears to be not competent witness about the nature of engagement of the workman. He has admit that during 1995 relaxation was obtained for recruitment of 681 casual employees but his name did not appear. Admittedly he was casual employee at the relevant time but it was high handedness on the part of the management that he had not been included in the list of workmen as casual employee. Moreover it shows that casual employees were in the employment of Bank. There is no specific evidence of the management that for how many days he was in the casual employment of the management. The only specific evidence of the workman shows that the workman was in the employment for more than 240 days in a calendar year specially twelve months preceding the date with reference. The Act 1947 is applicable and the provision of Section 2(od) of the Act is attracted. Thus the above discussion clear establishes that the termination of the workman by the management is illegal and unjustified without comply the provision of Section 25 F of the Act. The management has filed a letter of Department of Economic Affairs which is marked as Exhibit M-1. This letter is not applicable in the case. This issue is decided in favour of the workman and against the management.

#### 9. Issue No. II

On the basis of the discussion made above, it is clear that the engagement of the workman was on daily wages and his engagement was brought to an end in violation of Section 25 F of the Act, 1947. This shows that the action of the management was not legal and justified.

10. The learned counsel for the management submits that even if it is found that the termination from engagement is illegal, then the workman is not entitled for reinstatement with back wages for violation of the provision of Section 25 of the Act, 1947. The learned counsel for the management has relied the decision of the Hon'ble Apex Court reported in (2009) 15 S.C.C.327, *Jagbir Singh versus Haryana State Agriculture Marketing Board* and Another wherein it is held that -

"It is true that the earlier view of this court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice."

"It would be, thus, seen that by a catena of decisions in recent time, this court has clearly laid down

that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, be automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily wagers has not been found to be proper by this Court and instead compensation has been awarded. This court has distinguished between a daily wager who doesnot hold a post and a permanent employee."

The learned counsel for the management has also relied on another decision of the Hon'ble Apex Court reported in 2011(1)MPLJ Page 11, *Incharge Officer and Another Vrs. Shankar Shetty* wherein the Hon'ble Court held that-

"We think that if the principles stated in *Jagbir Singh* (2009) 15 SCC 327 and the decisions of this Court referred to therein are kept in mind, it will be found that the High Court erred in granting relief of reinstatement to the respondent. The respondent was engaged as daily wager in 1978 and his engagement continued for about 7 years intermittently up to September 6, 1985 i.e. about 25 years back. In a case such as the present one, it appears to us that relief of reinstatement cannot be justified and instead monetary compensation would meet the ends of justice. In our considered opinion, the compensation of Rs. 1,00,000 (Rupees One Lac) in lieu of reinstatement shall be appropriate, just and equitable. We order accordingly. Such payment shall be made within 6 weeks from today filing which the same shall carry interest at the rate of 9 per cent per annum."

Considering the recent decision of the Hon'ble Apex Court, I find that it is justified to award compensation to the workman instead of reinstatement with back wages. Accordingly the management is directed to pay compensation of Rs. 1,00,000 (Rupees One Lac) in lieu of reinstatement with back wages. The payment shall be made within one month from the date of notification of the award. Accordingly with above direction, the reference is answered.

11. In the result, the award is passed without any order to costs.

12. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 30 मार्च, 2011

का. आ. 1201.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के

बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, चंडीगढ़ के पंचाट (संदर्भ सं. 66/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-3-2011 को प्राप्त हुआ था।

[सं. एल-12011/107/2009-आई आर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 30th March, 2011

**S. O. 1201.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 66/2009) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Central Bank of India and their workmen, received by the Central Government on 30-3-2011.

[No. L-12011/107/2009-IR(B-II)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,  
PRESIDING OFFICER, CENTRAL GOVT.  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
1, CHANDIGARH**

**Case I. D. No. 66/2009**

Smt. Sunita Kumari,  
C/o President, CBI Employees Union,  
129, Lal Kurti, Ambala Cantt.,  
Haryana.

...Applicant

**Versus**

The Regional Manager,  
Central Bank of India,  
Regional Office, Jawahar Market,  
Model Town, Rohtak.

...Respondent

#### APPEARANCES:

For the Workman : Shri B.S. Gill

For the Management : Shri. H.C. Chawla

#### AWARD

(Passed on : 21-2-2011)

This industrial dispute involves a legal question for interpretation of rules for answering the reference. The reference was referred by Central Government vide notification No. L-12011/107/2009-(IR(B-II)) dated 29-01-2010 by exercising its powers under Section 10 of the Industrial Disputes Act (hereinafter referred to as an Act) which is as follows:-

“Whether the action of the management of Regional Manager, Central Bank of India, Rohtak in posting of Smt. Sunita Kumari, CTO, Kharkhoda branch as Head Cashier E in violation of promotion policy agreement dated 29-5-2000 is just fair and legal? What relief the workman is entitled to and from which date?”

The main grievance of the workman which is clear from the pleadings is that along with other senior employees, she also refused for her promotion to the post of cashier. She was promoted on 17-11-2008 and on the very day she was directed to take the charge of the Head Cashier. She had refused for the promotion vide letter dated 14-11-2008 but no heed was given to her. letter and her name was arbitrarily picked up for promotion and she was promoted against her choice and interest.

The management appeared and filed the reply. It is contended by the management that in the exigency of work in the department the management can promote at its discretion any person on the basis of seniority as per General Circular No. RO/HRD/E-10/2008-09/992 dated 7-10-2008 followed by a Circular No. RO/HRD/E-10/2008-09/1104 dated 10-10-2008. In the exigency and in interest of service she was promoted as seniors to her have refused for promotion.

Both of the parties were afforded the opportunity for adducing evidence. Evidence was recorded. The management also filed written arguments which are on record. There is no doubt in the preposition of the management of the bank that in interest of the bank's services the promotions can be made ignoring the request of refusal made by any person. But this is also true that while exercising the discretion for the exigency in the interest of the bank's service, the management is obliged to follow the rules. The management cannot do it arbitrarily. The circular letter relied upon by the management are very much clear in language. Where the language of any circular order is very much clear, no rule of statutory interpretation is required to apply. The fate of this industrial dispute also rests on a plain reading of the clause of the circular letters relying upon by both of the parties. Clause S 2.2.1 of the circular letter is as follows :

“As and when the exercise of identification to the post of Head Cashier E is taken up applications from clerical staff (irrespective of their age) confirmed in the service and are not under debarment in terms of various provisions of this agreement, but not drawing any Special Pay and/or drawing Special Pay lower than that of Head Cashier E shall be invited by issuing a general circular (containing the names of the stations where such resultant vacancies have arisen) among all offices in the respective regions. Where there are more than one branch in the station, then the list of all branches where the vacancies of Head Cashier E are to be filled up, shall be indicated in the circular.

It should also be made clear in the circular that the candidates so applied be posted to any of the stations indicated in the circular as per exigencies of the management, irrespective of the member's choice station indicated, if any, in their application.

S.2.2.2: The application so received shall be arranged according to their inter se seniority by providing weightages for educational qualifications and defence services as stated in the various chapters of this agreement.

S.2.2.3: The vacancies of Head Cashier E in the branches indicated in the circular within the Region shall be filled in from and among the list of willing candidates as prepared under clause S. 2.2.2 above in the same order:

Provided however, that if any clerical candidate who has so applied happens to be the physically handicapped as defined by Government of India for this purpose from time to time, then such candidate may be posted even in the same station, subject to availability of vacancy. If no vacancy exists in the same station, he may be posted to nearby station/branch where vacancy so exists.

S.2.2.4: Notwithstanding what is stated above, in case no applications is received for the said post and/or the number of applications so received are falling short of the requirements and/or of the candidates so applied have refused for such placements upon its offer, then the vacancies will be filled in through posting of clerical candidates in the District (including those drawing lower Special Pay than that of Head Cashier E) as per district wise seniority list, and upon such posting the concerned members have no option to refuse such posting :

Provided however, that if such senior clerical candidates happen to be the physically handicapped as defined by Government of India for this purpose from time to time, and/or if such Senior clerical candidate happens to be aged 55 years and above as on the date of issuance of order, then such clerical candidates be exempted from such posting as Head Cashier E."

As stated earlier, the language of all the clauses are very clear. When sufficient persons are not available for promotion due to the option against the promotion, it is provided in S. 2.2.4 that in the interest of services of the bank, the management can ignore the refusal option and promoted the persons on the basis of seniority. This is an absolute right of the management to ignore the refusal option and to promote any person in the exigency of bank's service. If the management has exercised this option in the exigency of bank's service no employee has the right to refuse the promotion. But in this case, while exercising the options under S. 2.2.4 the management of the bank has again considered the option of refusal of promotion. While doing so the management of the bank arbitrarily has not considered the option against promotion given by the

workman on 14-11-2008. Her name was arbitrarily considered and she was promoted on wrong interpretation of Clause S. 2.2.4. At the cost of repetition, when management applies the option under Clause S. 2.2.4 the management has to consider the seniority list of all employees including those persons who has opted against promotion. The letter given by the management which are on record absolutely make it clear that the name of Sunita Rani, the workman, was at Sr. No.14. Thirteen employees were senior to her and they were not considered because they have opted not for promotion. There is no explanation of the management of bank not to consider the name of Sh. M. P. Haseeja, Sh. B. K. Bagai, Smt. Ranjana Batra, Smt. Dropdi Arora, Sh. Prem Singh Gahlawat, Smt. Reeta Thakur, Sh. S. K. Ghavri, Sh. Sanjay Kalra, Sh. Ravinder Parkash, Sh. Naresh Kumar, Sh. Sandeep Verma and Sh. Sushil Kumar. Smt. Sunita Rani has also opted against the promotion on 14-1-2008 but without considering her request she was arbitrarily promoted to the post of Head Cashier vide Clause S2.2.4. As stated earlier the intention of legislature reflected from clause S2.2.4 is very much clear from its plain reading. This intention is that in exigency of service of the bank, the bank can promote any employee on the basis of seniority list ignoring the option of refusal given by the employees. While exercising this power the management of the bank has to comply with the procedure laid down in the circular letter. The bank has arbitrarily promoted Smt. Sunita Rani without considering the name of her seniors, reasons known to the management. At the cost of repetition, it is hereby made clear that while exercising powers under Clause 2.2.4, the management has to consider all the employees for promotion as per seniority including the employees who have opted against promotion. Meaning thereby, option against promotion has no relevancy when management decides to exercise its discretion under clause 2.2.4 for promotions in exigency of bank's service. Accordingly, the decision of the bank promoting Smt. Sunita Rani to the Head Cashier is arbitrary against the law and is accordingly quashed. The management of the bank is directed to take a fresh decision in the light of the observations made by this Tribunal in the body of this Award within one month from the date of publication of this Award. The reference is accordingly answered. Central Government be approach for publication forward, and thereafter file be assigned.

Chandigarh.

G.K. SHARMA, Presiding Officer

नई दिल्ली, 30 मार्च, 2011

का. आ. 1202.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, पुणे के पंचाट (संदर्भ सं. 933/1999) को

प्रकाशित करती है, जो केन्द्रीय सरकार को 30-3-2011 को प्राप्त हुआ था।

[सं. एल-12012/140/1999-आई आर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 30th March, 2011

**S. O. 1202.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 933/1999) of the Labour Court, Pune (Maharashtra) as shown in the Annexure, in the Industrial Dispute between the management of Bank of Baroda and their workmen, received by the Central Government on 30-3-2011.

[No. L-12012/140/1999-IR(B-II)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

**BEFORE SHRI S. G. DESHMUKH PRESIDING  
OFFICER, SECOND LABOUR COURT, PUNE**

Ref. (IDA) No. 933 of 1999

#### BETWEEN

Bank of Baroda,  
Deputy General Manager,  
Zonal Office,  
Sharada Centre, 2nd Floor,  
11/1 Erandwana, Khilare Path,  
Pune-4.

...First Party

#### AND

The General Secretary,  
Bank of Baroda Employees Association, ...Second Party  
Pune Station Branch, Pune-1,

**CORAM: S. G. DESHMUKH**

#### APPEARANCES:

Shri Malegaonkar, Advocate for First Party.

Shri Patankar, Advocate for Second Party.

#### AWARD

(Date: 20-01-2011)

1. On 4-12-1999, Central Government of India forwarded to decide the reference about non regularization of the services of Shri B. K. Tambade.

2. After receipt of reference, concern were directed to submit respective stand. Accordingly, General Secretary of Bank of Baroda Employees Association submitted statement of claim regarding services of its

member Bhanudas Kondiba Tambade, at Exh. 6. It is claimed that Shri Tambade, who is a member of the union was referred for employment towards Awasari (Kd.) Branch at Ambegaon, Pune, by Employment Exchange. It was submitted that in the employment as a Sepoy on daily wages from 1-10-85 to 2-5-95 Shri Tambade performed services on daily wages against the permanent vacancy of the post of Sepoy. It is alleged that even though, first party bank assured Mr. Tambade that all benefits extended to permanent employees, will be extended to him. In fact, the promise was not fulfilled and neither basic wages, nor D.A., HRA, City allowance and other benefits were supplied to Shri Tambade. It is stated that Tambade was called for the interview and his claim was turned down. The post which was occupied by Shri Tambade was given to some other person, who was not even in the employment. Thus legitimate claim of Shri Tambade was turned down. So, union raised dispute before Assistant Commissioner of Labour. Both parties were called by above referred authority and no settlement occurred there. It is claimed that since 2-05-95 Mr. Tambade is working as a Sepoy. He worked without a single break, continuously for more than 240 days in each calendar year. The employer continued services temporarily for years together and thereby, exercising unfair labour practices. It is claimed that Shri Tambade should have been made permanent from 2-05-95. In fact, even though, he worked for 8 hours, meager amount was paid to him. So, union requested that Bhanudas Tambade be directed to be permanent on the post of Sepoy from April, 1995.

4. The employer bank first party objected claim filing written statement on 3-3-2001 at Exh. 10. It admitted that in view of reference from Employment Exchange, Shri Tambade was appointed as a Peon. But, he was appointed on daily wages for a period of 78 days from October, 1985 to July, 1986. He was never in continuous service in the employment of first party. He was engaged as a casual employee (sub-staff) since 1995 as a stop gap arrangement. Accordingly, he was paid prorated wages of the sub-staff and not meager amount.

5. It is further admitted by the bank that an industrial dispute was raised before Assistant Labour Commissioner, Pune regarding service of second party peon.

6. The employer is an banking establishment, which is governed by special rules and regularization. It is the prerogative of the bank to decide its staffing pattern at each branch, keeping in mind administrative exigency and volume of business. As such, an advertisement was placed on 31-08-91 calling applications from persons who have been engaged on daily wages as a peon for more than 90 days. The period advertised was from 1-01-82 to 31-12-90. Accordingly, first party officers drew the attention of the second party towards advertisement on humanitarian ground. Reasons best known to him, second



party did not applied in response to above referred advertisement. In due course, final list was received from Head Office of the bank, wherein name of second party was absent. Thereby, case of second party was not considered by the bank. The second party had not availed the opportunity and estopped by his own act to claim regularization.

7. It is denied that bank is favouring some categories of persons regarding service policy. It is further stated that there is no permanent vacancy at Awasari (Kd) Branch.

8. As per latest Government of India's directions, strength of staff has to be reduced and so bank has launched voluntary retirement scheme.

9. The second party is aware of the bank advertisement of 1991 and himself had not availed the said process and lost his right.

10. All India Bank of Baroda Federation and All India Bank of Baroda Employees Coordination Committee raised dispute before Regional Commissioner (Central), those are pending. As per 1991 advertisement, eligible candidate were already absorbed as sub-staff so, isolated case of Shri Tambade cannot be decided as other dispute are pending before Regional Commissioner, Mumbai. So, second party lost his right of regularization and thereby reference forwarded is liable to be rejected.

11. In view of above referred pleadings on 20-03-2002 issues were framed by my Predecessor at Exh.12.

12. Advocate Shri Patankar submitted written argument for Bhanudas Kondiba Tambade at Exh. 58. The employer bank was argued by Shri Malegaonkar Advocate.

13. Record reveal that second party examined aggrieved Shri Tambade at Exh. 30 and examined Branch Manager of first party bank Shri. Shinde at Exh. 46 as well as General Secretary of Bank of Baroda Employees Association Arthav Borjes at Exh. 50, closing oral evidence vide pursis Exh. 50(A). On the other hand, first party bank examined its officer Jitendra Kosake at Exh. 53 closing oral evidence vide pursis Exh.54. The above referred oral evidence show documentary evidence in the form of letter dt. 28-02-2007 at Exh. 32.

14. In view of evidence discussed above and in view of arguments on record, issues framed by my Predecessor are answered by me with below mentioned reasons.

#### ISSUES

1. Does the second party workman prove that his

services are terminated illegally by the first party?

Not proved.

2. Does the second party workman prove that he is entitled for the reliefs claimed in the Schedule of reference ?

No

3. What award ?

See final order.

#### REASONS

15. AS TO ISSUE NO. 1.— It is needless to say that this court cannot go beyond the dictum of reference forwarded by appropriate government. Keeping in mind above referred legal mandate, I considered carefully reference order below Exh.1, which reveal that non regularization of the services of Shri B.K. Tambade, daily wage Sepoy at Aswari (Kd) Branch since April, 1995 onwards is a question to be decided by me. In that regard, it is necessary to mention that statement of claim, which is at Exh.6 presented by the union reveal that the claim which is submitted to this court is outside the jurisdiction of this court. The reason for above conclusion if one consider carefully, claim appearing from pages no.2 to 5 paras one will say that benefit of permanency is claimed. It is needless to say that this court is not authorized to consider claim submitted by the union in view of scope of Sec. 28 r/w. Sec. 5 & 7 of MRTU & PULP, Act, 1971. Thereby, prima facie the claim is outside the jurisdiction of this court.

16. Knowing fully well that this court is not expected to consider rigid technicalities of a statute as one the litigant used to be a workman i. e. labour. This court considered above intention of the legislature and discussed the entire dispute on merits. In that regard, it is necessary to mention that employer is a bank which is certainly governed by rules and regulations for services of its employees. Needless to say that it is for the aggrieved person to establish before this court that even though rules and regulations were followed, claim was denied. On the contrary, if one consider the defence of the bank, it will reveal that long back in 1991 i. e. on 31-08-91 an advertisement was there calling applications from the period from 01-01-1982 to 31-12-1990. It means the defence of employer that some procedure was adopted. The defence further clarifies that even though aggrieved person was known about the procedure had not followed the procedure. The above referred defence about procedure is stated on oath firstly by officer Kosake at Exh.53 and aggrieved person Bhanudas Tambade by his evidence corroborated that he had not responded the recruitment procedure. The cross examination of Shri. Tambade particularly at paras no.3 & 6 clarifies this fact. The evidence is in Marathi, which is necessary to be

#### FINDINGS



reproduced. It is "प्रथम पक्षकार बँकेकडे नोकरीसाठी परिक्षा द्यावी लागते याची मला कल्पना आहे, (दिली आहे). साक्षीदार पुन्हा सांगतो की, मी परिक्षा दिली नाही, बँकेत नोकरी मिळावी म्हणून मी जाहिराती व्यतिरीक्त अर्ज केला नाही." These admissions on the part of Bhanudas Tambade categorically established that knowing the procedure, he had not availed it. Thereby, Bhanudas Tambade is estopped by principle of estoppel by conduct and record to claim the right of regularization.

17. Admitted fact is that the service of Shri Tambade is going on towards first party. This fact is necessary to mention that it was the responsibility of Shri. Tambade to avail the procedure to claim regularization. He had not availed it. On the contrary, admitting that first party given service to those persons, who were casual employees from 01-01-82 to 31-12-90 reveal that first party tried to exercise the procedure of the regularization.

18. It appear from the record that two witnesses in the form of officer of the bank and secretary of the union were examined to establish right of regularization. Unfortunately, for Shri. Bhanudas Tambade, the above referred evidence is short of establishing right of regularization. I considered minutely above referred oral evidence and I gathered that to establish the length of service of more than 240 days, evidence is placed on record. In my view, if one consider the admitted position of service of Shri. Tambade and the scope of reference forwarded by appropriate government, one will say that time is wasted examining Shri. Shinde and Shri. Borjes. Thereby, even though Shri. Shinde and Shri. Borjes tried to help Shri Tambade, right of Tambade is not acceptable.

19. I gathered from the evidence of Shri. Tambade that reliance is placed towards Exh.32, which is a letter exhibited in the cross examination. It appears that Sh. Tambade stated before the court that it is the evidence of right of permanency. So, we will consider what Exh.32 is. It is a letter dt.28th February, 2007 addressed by first party bank to one Shri Shinde regarding business development. I considered carefully entire Exh.32 wherein except business fortunes of first party, nothing is there to accept the right of Sh. Tambade. So, Exh.32 as Well as entire oral evidence from Exh.30, 46 & 50 will be of no use to accept the reference. It appears from the documents placed below Exh.47 that efforts are made to create the right of Shri. Tambade. I considered above referred documents carefully even though the evidence is not proved as per Evidence Act. The record is about length of service of Shri. Tambade. Even one accept the above referred evidence, no one will say that regularization procedure was followed by Shri. Tambade. Unless and until, regularization act is not established, above referred evidence will be of no use to Shri. Tambade.

20. I considered carefully written synopsis at Exh.58, which is repetition of statement of claim. There is nothing in written argument to show the court that how regularization was not followed by the employer. The defence of the employer is narrated by its officer Shri. Kosake at Exh.53. There is nothing on record to conclude that as an act of revenge or other illegal act, regularization is deprived.

21. In view of above discussed fact, it became clear that aggrieved party failed in establishing that services were illegally terminated. So, I answer as not proved.

22. AS TO ISSUE NO. 2 :— Admitted fact is that aggrieved party Shri Tambade is in service. Evidence on record failed to establish his right. Thereby, neither relief of continuity of service nor wages is acceptable. Thereby, issue is answered in negative and I proceed to pass following final order.

### ORDER

1. Reference is hereby rejected.
2. No order as to costs.

Place : Pune

Date : 20-01-2011.

S. G. DESHMUKH, Presiding Officer

नई दिल्ली, 31 मार्च, 2011

का. आ. 1203.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जवाहर नेहरू पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-I, मुम्बई के पंचाट (संदर्भ सं. सीजीआईटी-1/01 ऑफ 2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-2011 को प्राप्त हुआ था।

[सं. एल-12025/1/2010-आई आर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st March, 2011

S. O. 1203.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-1/01 of 2004) of the Central Government Industrial Tribunal-cum-Labour Court-1, Mumbai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Jawahar Nehru Port Trust and their workman, which was received by the Central Government on 31-3-2011.

[No. L-12025/1/2010-IR(B-II)]

RAMESH SINGH, Desk Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 1, MUMBAI****JUSTICE G. S. SARRAF,****Presiding Officer****COMPLAINT NO. CGIT-1/01 OF 2004****IN****REFERENCE NO. CGIT-16 OF 1994****Parties:** Nhava Sheva Port and General Workers' Union

v/s

1. The Chairman (J.N.P.T.)

2. Shri K. S. Gharat

**APPEARANCES:**

For the Complainant : Shri J.P. Sawant, Adv.

For the Opp. Party No. 1 : Shri S. Amdoskar,  
Mgmt. Rep.

For the Opp. Party No. 2 : Absent

State : Maharashtra

Mumbai, dated the 02nd day of March 2011.

**AWARD**

1. Heard on application filed on behalf of the complainant for interim relief directing the opponent J.N.P.T. to make payment of wages to the 53 workmen w.e.f. 26-2-2004 till date and thereafter till the dispute is finally disposed of.

2. Learned counsel for the complainant does not press this application. The application stands dismissed as not pressed.

3. Learned counsel for the complainant has filed an application today for withdrawal of the complaint under section 33-A of the Industrial Disputes Act.

4. Heard on the above application. Learned counsel for the complainant submits that the main reference has already been disposed of and he withdraws the complaint. Learned counsel for the appointment no. 1 has no objection.

5. The complaint under Section 33-A of the Industrial Disputes Act stands dismissed as withdrawn.

**JUSTICE G. S. SARRAF, Presiding Officer**

नई दिल्ली, 31 मार्च, 2011

का. आ. 1204.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एंड सिंध

बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-I, चंडीगढ़ के पंचाट (संदर्भ सं. 89/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-2011 को प्राप्त हुआ था।

[सं. एल-12012/119/98-आई आर(बी-II) पार्ट]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st March, 2011

S. O. 1204.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 89/99) of the Central Government Industrial Tribunal/Labour Court-1, Chandigarh now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workman, which was received by the Central Government on 31-3-2011.

[No. L-12012/119/1998-IR(B-II)Pt.]

RAMESH SINGH, Desk Officer

**ANNEXURE****BEFORE SHRI GYANENDRA KUMAR SHARMA,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,  
CHANDIGARH****Case I. D No.- 89/99**

Shri Rakesh Kumar Aggrwal  
C/o Tek Chand Sharma,  
25, Sant Nagar, Civil Lines,  
Ludhiana.

...Applicant

**Versus.**

Punjab & Sind Bank,  
The Chief Manager,  
Punjab & Sind Bank,  
Zonal Office, Civil Lines,  
Ludhiana.

...Respondent

**APPEARANCES**

For the Workman : Shri N. S. Jagdeva.

For the Management : Shri. J. S. Sathi.

**AWARD**

Passed on : - 24-2-2011

The Government of India vide notification No. L-120 12/119/98-IR(B-II), dated 25-2-1999 by exercising its

powers under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of the Bank, Zonal Manager, Punjab and Sind Bank, Zonal Office, Civil Lines, Ludhiana in voluntarily retiring Sh. Rakesh Kumar Aggarwal w.e.f. 10-6-1995 is legal and justified? If not to what relief the workman is entitled and from what date?”

The issue involved in this case is whether the management of Punjab and Sind Bank has rightly taken the decision declaring workman Sh. Rakesh Kumar Aggarwal voluntarily retired from the service w.e.f. 10-6-1995 under Clause 17 of Bipartite Settlement.

As per pleadings of parties workman remained absent without leave for more than 90 days. Several notices were received by the workman asking him to join the services or explain the reasons for not joining. The final 30 days notice was given on 11-5-1995 wherein the workman was advised to submit the explanation for his unauthorized absence from duty within 30 days of the notice. As per management, the workman did not approach the bank for joining the services nor filed any explanation showing the cause of the absence. Accordingly, after 30 days an order was passed on 12-10-1995 informing the workman that his name has been struck-off from the rolls of the bank perusing that he has voluntarily retired from the bank's service with effect from 10-6-1995.

It is the contention of the workman that before two days of expiry of 30 days notice dated 1-5-1995 he approached the bank for joining the duties but he was not permitted to join.

Both of the parties were afforded the opportunity for adducing evidence. Oral evidence was recorded. Relevant notices were filed by the bank.

There is no doubt in the proposition that workman remained absented authorisedly for much more than 90 days prior to notice dated 11-5-1995. In his oral evidence, the workman has admitted to receive all the notices including the notice dated 11-5-1995. He has also admitted to receive the letter dated 12-10-1995 informing him to struck-off his name from the rolls of the bank. The only contention of the workman is that he approached the bank before two days of expiry of notice dated 11-5-1995. The workman has also orally stated that he do not know whether he has orally requested and written the letters to the management for permitting him to join the duties. Even after affording the opportunity to file the written request made to the bank for joining the duties before two days of expiry of notice dated 11-5-1995 as alleged by him, he failed to file any document.

A reading of Clause 17 of 4th Bipartite Settlement will make it clear that in event an employee absents himself from duty for 90 days or more beyond the period of leave originally sanctioned or subsequently extended the management may, at any point of time thereafter, give a notice to the employee at the last known address calling upon him to report for duty within 30 days of notice stating therein the grounds for the management coming to the conclusion that the employee has no intention of joining duty and furnishing necessary explanation or evidence showing cause of absence from duty. If the employee failed to do so, the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the time fixed in the notice. In the event the employee turns up within 30 days or give a satisfactory reply, he will be permitted to report for duty thereafter within 30 days from the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service.

In this case there is no iota of evidence that workman Sh. Rakesh Kumar Aggarwal returned the bank for joining duty before expiry the term fixed in the notice dated 11-5-1995. There is no evidence on record filed by the workman to show that he has given any explanation for his unauthorized absent. In absence of such evidence, this Tribunal is of the view that the management of the bank has rightly passed the order striking-off name of workman from the bank's roll presuming that he is voluntarily retired from the bank's service on expiry of the term fixed in the notice dated 11-5-1995. The bank has rightly presumed the workman voluntarily retired from the bank's service w.e.f. 10-6-1995.

The above view of the Tribunal is also supported with the admission of Workman that from 22-6-1992 to 30-4-1995 the workman was present in his office only for 53 days. No doubt that period cannot be considered while presuming the workman voluntarily retired from the bank's service because this order was passed for the different period. But it show the conduct of the workman which seems to be a habitual absentee. As stated earlier that notice dated 11-5-1995 was served upon the workman on his more than 90 days absence as per the said rule of Bipartite Settlement and on expiry of the term fixed in the notice, the bank has rightly presumed the workman to be retired from the bank's service. There is no scope for this Tribunal to interfere in the decision of the management. The claim of the workman is accordingly dismissed. The reference is accordingly answered. Let Centre Government be approached for publication of Award, thereafter file be assigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 31 मार्च, 2011

क्र.आ. 1205.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 183/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-3-2011 को प्राप्त हुआ था।

[सं. एल-12012/105/95-आई आर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st March, 2011

S.O. 1205.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.183/96) of the Central Government Industrial Tribunal-cum- Labour Court Jabalpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, received by the Central Government on 29-3-2011.

[No. L-12012/105/95-IR (B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT, JABALPUR

Case No. CGIT/LC/R/183/96

Presiding Officer : Shri MOHD. SHAKIR HASAN

Shri Ved Ram Jaiswal  
S/o Shri Narayan Prasad Jaiswal,  
Pankaj General Stores,  
Pragati Nagar, Korba  
Bilaspur

..... Workman/Union

Versus

The Branch Manager,  
State Bank of India,  
Branch West Korba,  
Post Korba,  
Distt. Bilaspur

..... Management

#### AWARD

Passed on this 17th day of March, 2011

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/105/95-IR(B-I) dated

24-9-96 has referred the following dispute for adjudication by this tribunal :—

“ Whether the action of the management of State Bank of India, Branch West Korba, Distt. Bilaspur in terminating the services of Shri Ved Ram Jaiswal, S.O Shri Narayan Prasad Jaiswal, ex-messenger is legal and justified ? If not, what relief the workman is entitled to and from which date ?”

2. The case of the workman, in short, is that the workman was working as a messenger regularly from January 1990 to 30 June, 1994 in State Bank of India, West Korba Branch. He was terminated orally without any notice on 1-7-1994. The Branch Officer had written letters to the Area Manager regarding his continuous services. He was paid wages by vouchers but he was not paid wages of holidays. It is stated that he was terminated in violation of the provision of Industrial Dispute Act, 1947 ( in short the Act, 1947). It is submitted that the reference be answered in his favour.

3. The management appeared and filed Written Statement to contest the reference.. The case of the management, inter alia, is that the workman was employed as a purely temporary casual employee at the State Bank of India, West Korba Branch, Distt. fBilaspur. His services were utilized intermittently by the Bank on exigency of casual work in different capacity such as messenger, casual labour and sweeper. He had worked totally in the year 1990 for 14 days, in the year 1991 for 75 days, in the year 1992 for 190 days, in the year 1993 for 293 days, and in the year 1995 till May 1995 for 123 days. He was engaged on contract basis on exigency of work on daily wages basis and was not in continuous employment of the Bank. It is stated that the provision of Section 2(oo) (bb) of the Act, 1947 is applicable. He had not worked 240 days as required under Section 25 (B) of the Act, 1947. On the above grounds, the workman is not entitled to any relief.

4. On the basis of the pleadings of both parties, the following issues are for adjudication.

I. whether the action of the management in terminating the services of the workmen is legal justified ?

II. To what relief, the workman are entitled ?

5. On the pleadings of the parties, the following facts appear to have been admitted.

a. The workman Shri Ved Ram Jaiswal was employed by the management as casual employee on daily rated basis.

b. He was employed for the total period in the year 1990-14 days, in the year 1991-75 days, in the year 1992-190 days,, in the year 1993-293 days and in the year 1994 till May for 123 days.

c. He was terminated without any notice or without any compensation under the provision of Section 25 F of the Act.

#### 6. Issue No. I

The workman appears to have absented after filing his statement of claim and did not adduce evidence. The then Tribunal proceeded the reference exparte against the workman on 3-8-06.

7. However the management has adduced oral evidence. The learned counsel for the management argued that the engagement of the workman was on contract basis which commenced with the opening hours and ended with the closing hours of the Bank. He was free not to come on the next day. It is urged that it was not retrenchment rather the provision of Section 2(oo) (bb) of the Act, 1947 is applicable. The management witness Shri J. K. Dey is examined in the case. He is Chief Manager of State Bank of India, Korba Branch. There is no documentary evidence to show that there was any terms of contract of employment and he was terminated under a stipulation on that behalf contained therein. The evidence of the management witness clearly shows that he was daily rated employee on casual basis. The pleading of the management and the evidence show the detail period of works done by the workman. It is a settled principle that the daily rated employee is not employed against any post. The evidence also shows that he was employed on exigency of work on daily rated basis. I, therefore, find that the provision of Section 2(oo) (bb) of the Act, 1947 is not applicable rather the provision of Section 2( oo) of the Act, 1947 is applicable and his disengagement is to be termed as retrenchment as there was no contract of employment for specific period.

8. The management witness has stated in his evidence that he had not worked continuously for a period of 240 days. His evidence is contradictory to himself. Admittedly the workman worked 293 days in 1993. This shows that from Jan. 1993 to May 1993, there were 151 days including Sundays. This way from June 1993 to December 1993 he worked 142 days excluding the period from January 1993 to May 1993. Thus from June 1993 to May 1994 he had admittedly worked more than 240 days during the period of twelve months preceding the date with reference. This shows that he shall be deemed to be in continuous service for a period of one year under the provision of Section 25 (B) (2) of the Act, 1947 preceding the date with reference. Admittedly the provision of Section 25-F of the Act was not complied. This is evident that the action of the management in terminating his service without complying the provision of Section 25 F of the Act is not legal and justified. This issue is decided against the management and in favour of the workman.

#### 9. Issue No. II

On the basis of the discussion made above, it is clear that the action of the management in terminating the service of the workman Shri Ved Ram Jaiswal is not justified and therefore he is entitled for relief. The management is directed to reinstate the workman from the date of termination/disengagement with 50 % back wages. The reference is accordingly answered.

10. In the result, the award is passed without any order to costs.

11. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD.SHAKIR HASAN, Presiding Officer

नई दिल्ली, 31 मार्च, 2011

का. आ. 1206.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ सौराष्ट्रा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या 37/2003 ) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-3-2011 को प्राप्त हुआ था।

[ सं. एल-12012/96/86-आई आर(बी-1) ]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st March, 2011

S. O. 1206.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.37/2003) of the Central Government Industrial Tribunal-cum- Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of Saurashtra and their workman, received by the Central Government on 30-3-2011.

[No. L-12012/96/86-IR (B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No. CGIT/NGP/37/2003**

Date: 25-3-2011

**Party No.1 : (a) The Regional Manager,  
State Bank of Saurashtra, Zonal Office,  
Shyam Gokul, A/24, Swastik Society,  
Navrangpura, Ahmadabad.**

**(b) The Branch Manager,  
State Bank of Saurashtra,  
Indore (M.P.)**

## Versus

**Party No.2 :** Shri B.S. Chanhade,  
275, Dehipura, Layout, Untkhana,  
Medical College Road, Nagpur

## AWARD

(Dated: 25th March, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of State Bank of Saurashtra and their workman, Shri Bholanath S. Chanhade for adjudication to the Central Government Industrial Tribunal, Jabalpur, as per letter No.L-12012/96/86-D-II(A) dated 16-4-1987, with the following schedule :—

"Whether the action of Regional Manager, Region IV State Bank of Saurashtra in terminating the services of Shri Bholanath S. Chanhade, Cashier-cum-Clerk in the State Bank of Saurashtra Indore Branch w.e.f. 1-7-85 is legal and justified? If not, to what relief the workman concerned is entitled and from what date?"

Subsequently, the reference was transferred to this Tribunal for disposal in accordance with law.

2. Being noticed, the Workman, Shri Bholanath S. Chanhade ("the workman" in short) filed the statement of claim and the management of State Bank of Saurashtra ("the Party No. 1" in short) filed its written statement.

The case of the workman as projected in the statement of claim is that he belongs to Schedule Caste community and being selected through Regional Recruitment Board, State Bank Group, Central Region, he was appointed as a Cashier-cum-Clerk in Indore branch of State Bank of Saurashtra and joined his duties as a Probationer w.e.f. 30-4-1985 and soon after his joining duties, he was posted to saving counter for a period of one week, after which, he was asked to handle the dispatch work for about a week and thereafter, he was posted on the demand draft counter and he used to prepare about 75 to 100 drafts daily, except Saturdays and he was regular in his attendance and availed only two leaves during the period of probation and he was never issued with any memo or warning and soon after his joining, he was constrained to submit a complaint against Shri S.S. Kulkarni and Shri Ajay, as he was subjected to caste discrimination and the Bank management vide their letter dated 18-5-85 sought for his clarification on certain allegations made by him in his complaint and he submitted his clarification vide his letter dated 20-5-85 and after seeking clarification from him and from Shri Kulkarni on his complaint, the Manager of Indore branch recommended to the Zonal Office of the Bank vide

letter dated 22-5-85 to issue a memo to him (workman) mentioning that he (workman) should stop making false allegations and in that letter it was also mentioned that Shri Kulkarni was issued with a memo to behave in more dignified manner with the staff attached to him for performance of duties assigned to him, but instead of issuing a memo as recommended by the Manager, the Zonal Office of the Bank issued the termination order dated 27-6-85 to him, wherein, the reasons recorded for the termination were quite contradictory to the recommendations of the Branch Manager and he was made the victim of calculated conspiracy by Shri Kulkarni and his henchmen at the branch, to which, the management of the Bank fell a pray and he was terminated from service w.e.f. 1-7-85 and was paid a month and a day's salary in lieu of notice period vide cheque No. CA 2493008 for Rs. 1082.22 on 1-7-85 itself, but he did not withdraw the said amount and the dispute of his termination was raised before the conciliation but as no amicable settlement could be reached, the dispute was referred to this Tribunal. The further case of the workman is that in the termination order, it had been stated in Para 2 that, "As reported by the Branch Manager under whom you are working since 30-4-85, your work/ability has been found below average and conduct is found quite unsatisfactory" and from the same, it is evident that there was violation of the mandatory procedural safeguard and as such, the order of his termination is ultra virus to the legal provisions regulating the procedure for his termination and when he was charged with inefficiency and misconduct, he was entitled to show that there was violation of the legal provisions in termination of his service, which he was not allowed to substantiate and the defects noticed in his work, which made him unsuitable for retention in the service should have been pointed out to him and he should have been given an opportunity to show cause against such notice, enabling him to give his explanation as to the faults pointed out and also to show any reason as to why the proposal to terminate his services should not be given effect to but he was not given such opportunity and as such, his termination is bad in law. It is also pleaded by the workman that the Branch Manager conducted an inquiry in regard to his alleged misconduct and inefficiency at his back and hence his termination is by way of punishment and since it puts a stigma on his competency and would affect his future carrier, the order of termination is liable to be struck down and the same also proves the real motive behind his illegal termination and the real motive was quite different than what the order purports to show on the face of it and it has been ruled by the Hon'ble Supreme Court that termination of service of a probationer amounts to retrenchment and the said ruling is applicable in his case and as such, the termination order is also liable to be struck down. The workman has prayed to hold the action of the management in terminating his service as unjustified, illegal, unlawful and arbitrary and to set



aside the order of termination and for reinstatement in service with full back wages.

3. The Party No.1 in its written statement has pleaded inter-alia that the workman was appointed in clerical cadre vide letter dated 10-4-85 on probation for six months from the date of joining and he joined on 30-4-85 and in terms of clause 3 of the order of appointment, his services were liable to be terminated during the period of probation without assigning any reason at the sole discretion of the management and during the probationary period, the work and conduct of the workman being unsatisfactory and he having been found unfit for retention in bank services, he was terminated vide letter dated 27-6-85 and the termination having been made in terms of the contract of employment during the course of the probationary period, there was hardly any question of making reference u/s 10 of the Industrial Disputes Act ("the Act" in short) and the behaviour of the workman with the staff was found to be indecent and despite all the possible help rendered to him by his co-workers in the working of the branch, he used to make false allegations against the Manager and so also other staff members and it appeared that he suffered from serious complexes on account of his being a member of the schedule caste and the workman made complaint against Shri Kulkarni, a Senior Clerk and enquiry was duly made by the Branch Manager by asking Shri Kulkarni vide letter dated 18-5-85 and after enquiry, it was found that the workman was attempting to bolster of caste feelings in the branch and there were four schedule caste members working in the clerical and subordinate staff cadre and at no point of time, there was any occasion when any complaint on account of caste discrimination was made by anyone or the other members belonging to schedule caste and the Branch Manager reported to the Regional Manager that on enquiry, he found the allegations and accusations made by the workman were totally false and behaviour of the workman towards him too was that of insubordination and he suffered from preconceived notions of his own and the staff members had also made complaint against the workman in regard to his official and personal demeanour on 15-6-85 and the performance of the applicant was also judged during the period he worked at the Branch and it was found that his work and conduct was unsatisfactory and the Branch Manager and other staff members rendered all possible help to the workman to improve his work and he was also advised to improve his work, conduct and behaviour, but without any result and in view of his non-co-operative attitude, unsatisfactory work/ ability and conduct, his services came to be terminated and he worked hardly for two months and he was paid one month salary in lieu of notice in terms of the order of appointment vide letter dated 27-6-85 and as the workman being on probation for a period of six months, in terms of the order of appointment, his

services were terminated without assigning any reason and he did not hold any lien on the post and there was no necessity of holding any enquiry and it is the subjective satisfaction of the appointing authority to decide continuance or confirmation of an employee after the period of probation and based on official records and after due enquiry, the Bank management came to the conclusion that it was not in the interest of the management to continue the workman in service and as such, the workman is not entitled for any relief.

4. The workman in support of his case has relied on documentary evidence and so also on his own oral evidence. On the other hand, the Party No. 1 has only relied on the documentary evidence. No oral evidence has been adduced by the Party No. 1. It is necessary to mention here that the workman in his examination-in-chief has reiterated the facts mentioned in his statement of claim. However, in his cross-examination, he has admitted that the management removed him from service on ground that his work and conduct was not satisfactory and that he was not terminated on the ground of any misconduct and the Bank had never issued a letter alleging commission of any particular misconduct by him and he had not received any charge-sheet and that no enquiry was initiated against him.

5. Before delving into the merit of the matter, I think it proper to mention that there is no dispute between the parties that the workman was appointed as a Clerk in Indore Branch of State Bank of Saurashtra as per letter dated 10-4-85 of the Bank and he joined his duties w.e.f. 30-4-85 and that the workman is a member of schedule caste and that he had lodged a complaint against Shri Kulkarni, a Senior Clerk of the Bank alleging that Shri Kulkarni subjected him to caste discrimination and the Manager of the Branch made an enquiry into the matter and submitted a report to the Regional Manager and thereafter, the Zonal Office of the Bank vide letter No. 317 dated 27-6-1985 terminated the service of the workman w.e.f. 1-7-85 and one month's salary was paid to the workman in lieu of the notice.

6. At the time of argument, it was submitted by the learned advocate for the workman that after joining his duties by the workman, he was sought to be humiliated by a Clerk namely, S.S.Kulkarni and by one Ajay kumar, a Peon in the Bank on the ground of he being a member of schedule caste and the workman made a written complaint against Shri Kulkarni and the Party No. 1 called for the explanation of Shri Kulkarni and in spite of the good work of the workman, he was issued with the termination order dt. 27-6-85 and it is clear that the workman became a victim of caste discrimination practised by some members of the Bank, so it was necessary for the bank to hold an enquiry into the allegation made by the workman, but without doing so, the Bank terminated the services of the workman and it



is well settled that a probationer is entitled to protection provided under Article 311 of the Constitution of the India and the Bank cannot dispense with the enquiry into the alleged misconduct on the part of the workman and terminate his service under the cloak of unsatisfactory work and as per the judgment of the Hon'ble Supreme Court, the Court can lift the veil and go into the reasons for termination and as such, the action of the management in terminating the service of the workman was arbitrary, illegal and colourable exercise of the power and as the termination order issued to the workman is by way of punishment, it is stigmatic and therefore, at least preliminary enquiry was required to be held and as in the order of termination, it has been alleged that the workman was found below average, the same is a stigma and the order of termination is not a simple termination and the word "conduct" as mentioned by the Party No. 1 does not refer to unsatisfactory work but the behaviour of the workman, and therefore, the order by way of punishment is casting stigma upon the character of the workman and as no preliminary enquiry was held regarding the unsatisfactory work and conduct of the workman, the order dt. 27-6-85 is vitiated and therefore, the reference is to be answered in favour of the workman.

7. In reply, it was contended by the learned advocate for the Party No. 1 that the services of the workman were terminated for the reason of unsatisfactory work and conduct as can be found from the contents of the termination letter and in his cross-examination, the workman has admitted that the Bank had never issued any letter alleging a particular misconduct and he has also not received any charge-sheet and his services were terminated on the ground of his work and conduct of not being satisfactory and in view of the pleading of the parties and the evidence on record, the only question which is to be decided is whether the Bank was duty bound to make disciplinary enquiry before terminating the services of the workman, who was admittedly on probation and in this regard, the legal position has been settled by the Hon'ble Supreme Court in the case of Pavanendra Narayan Verma Vs. Sanjay Gandhi, PGI of Medical Sciences and Another as reported in AIR 2002, Supreme Court at page 23 and having regard to the settled position of law enunciated in the above decision, it can be held that the action of the Bank is terminating the services of the workman is legal and justified.

8. The Hon'ble Apex Court in the decision reported in AIR 2002 SC 23 (supra) have held as follows:

"Termination of probationer's appointment - Whether punitive—Language used in the order of termination is that probationer's "work and conduct has not been found to be satisfactory"—Order is not ex facie stigmatic—Fact that prior enquiry was held, does not make order punitive - When enquiry was held nearly to assess probationer's fitness for being continued on probation and confirm. Industrial Disputes Act (14 of 1947), Sch.-II, item 3.

One of the judicially evolved tests to determine whether in substance an order of termination is punitive is to see whether prior to the termination there was (a) a full scale formal enquiry, (b) into the allegations involving moral turpitude or misconduct, which (c) culminated in a finding of guilt. If all the three factors are present, the termination has been held to be punitive irrespective of the form of the termination order. Conversely, if anyone of the three factors is missing, the termination has been upheld.

(Para 21)

The language used in the order of termination is that the probationer-appellant's "work and conduct has not been found to be satisfactory". These fall within the class of non-stigmatic orders of termination. It is, therefore safe to conclude that the impugned order is not ex facie stigmatic. It also cannot be held that the enquiry held prior to order of termination turn this otherwise innocuous order into one of punishment. The reason being an employer is entitled to satisfy itself as to the competence of a probationer to be confirmed in service and for these purpose satisfy itself fairly as to the truth of any allegation may had been made about the employee. A charge-sheet nearly details the allegations so that the employee may deal with them effectively. The enquiry report in this case found nothing more against the appellant than an inability to meet the requirements for the posts. Therefore, the termination was not in substance punitive".

9. The principles enunciated by the Hon'ble Apex Court in the judgment mentioned above are quietly applicable to the present case at hand. The workman admittedly, was appointed on probation as a Clerk and he joined in the Bank on 30-4-1985. The copy of the appointment letter of the workman has been marked as Exh.M-4 from the side of the Party No. 1. Clause No. 3 of the letter of appointment provided that "notwithstanding anything contained in this letter, your service are liable to be terminated at the sole discretion of the Bank at any time even during the said six months' period of probation without assigning any reason what-so-ever. However, in such a case you will be entitled to one month's notice or payment of a month's pay and allowance in lieu thereof". The order of termination has been filed on the behalf of the workman. The language used in the said order reads, "As reported by the Branch Manager under whom you are working since 30-4-85, your work/ability has been found below average and conduct is found quite unsatisfactory.

Please refer para 3 of the appointment order letter No. Staff/RM.IV/GM/930 of 10-4-85 offering you appointment in the Bank. As per the provisions thereof, your services in the Bank are hereby terminated with immediate effect. You will be paid one month notice salary in lieu of one month's notice period as mentioned therein".

10. According to the workman, the order was punitive and cast stigma on him and could not be sustained without a full scale departmental enquiry. It has been argued that the termination order was found upon allegations of misconduct against the workman and an enquiry was held by the Branch Manager at the back of the workman and the Branch Manager had submitted a report to the Zonal Office. However, on perusal of the documents filed by the parties and evidence of the workman himself, it is found that as the workman had made a complaint against Shri Kulkarni, the Branch Manager made enquiry about the same and from the enquiry found that the allegations made by the workman were not true. So, testing the present case at hand with the touch stone of the principles enunciated by the Apex Court as mentioned above, it is found that the words used in the termination order of the workman are falling within the class of non-stigmatic orders of termination and can be concluded that the impugned order is not ex facie stigmatic and there was no necessity for holding an enquiry before passing of the termination order. Hence, it is ordered:

### ORDER

The action of Regional Manager, Region IV State Bank of Saurashtra in terminating the services of Shri Bhola Nath S. Chanhade, Cashier-cum-Clerk in the State Bank of Saurashtra Indore Branch w.e.f. 1-7-85 is legal and justified. The workman is not entitled for any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 31 मार्च, 2011

का.आ. 1207.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल नेशनल केमिकल लेबोरेटरी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पुणे के पंचाट (संदर्भ संख्या 49/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-2011 को प्राप्त हुआ था।

[सं. एल-42012/321/2003-आई आर(सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 31st March, 2011

S.O. 1207.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 49/2004) of the Industrial Tribunal, Pune (Maharashtra) as shown in the Annexure, in the Industrial Dispute between the management of National Chemical Laboratory, and their workmen, which was received by the Central Government on 31-3-2011.

[No. L-42012/321/2003-IR(CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

### ANNEXURE

### BEFORE SHRI K. W. THAKARE, INDUSTRIAL TRIBUNAL, PUNE

Reference (IT) No. 49 of 2004

#### Between :

National Chemical Laboratory  
Pashan Road  
Pune-411 008.

....First Party.

#### AND

Shri Deepak Pillay and Others  
B-2/13, Morya Residency (I)  
Opp. Abhinav College,  
Sus Road, Pashan, Pune,  
Pune-411 021,  
& 15 others

..... Second Party

In the matter of : Demands mentioned in the Schedule to the order of Reference.

APPEARANCES : Shri Anilkumar, Advocate for First Party.

Shri N. A. Kulkarni, Advocate for Second Party.

### AWARD

(Date: 6-12-2010)

The Government of India, Ministry of Labour/ Shram Mantralaya, New Delhi, by order dt. 17 August, 2004 bearing No. L-42012/321/2003-IR(CM-II) has referred this reference/dispute to this Tribunal for adjudication with following Schedule to the Order of Reference which is as under :

### SCHEDULE

“Whether the action of the management of NCL in terminating the services of Shri D. M. Pillay and 15 others (as per annexure attached) w.e.f. 1-5-2002 is legal and justified? If not, to what relief the workmen are entitled?”

2. After receipt of the reference notices were sent to the parties. In response to the notice, the second party workmen have filed the statement of claim at Exh. U-3. As against this the first party Laboratory has filed its written statement at Exh. C-4.

3. The second party workmen in their statement of claim at Exh. U-3 have submitted that they have been working as Junior Lab. Assistant, Junior Technical Assistant, Unit employees on an ad-hoc basis in the first party National Chemical Laboratory (hereinafter referred to as “The N. C. L.”). They have given the details of their services in Annexure ‘A’ to the reference. The N.C.L. is one

of the 42 Units of Council of Scientific & Industrial research, New Delhi (hereinafter referred to as "The C.S.I.R."). The C.S.I.R., New Delhi is an Autonomous Organisation and its major activities are to implement and give effect to the resolution moved by the Hon'ble Diwan Bahadur Sir A. Ramswamy Mudliar, Department of Commerce of the Government of India, and passed by the Legislative Assembly on 14 November 1941 and accepted by the Government of India and also the object shown from Clause (a), (b), (i) to (viii), @ to (p).

4. It is further submitted by the second party that the first party like other similar laboratories are engaged in scientific and industrial activities from the time of his commencement. It undertakes systematic activities organized by co-operative between the employer and the employees for production or distribution of services calculated to satisfy human wants and wishes and therefore 'industry' within the meaning of Section 2(J) of I.D. Act. The second party workmen are working in various categories for different period ranging from 7 years to 16 years.

5. It is further submitted by the second party that during the pendency of Reference (IT) No. 46/2001, the second party preferred an application to Industrial Court to restrain the first party from terminating the services of the second party workmen. The said application was rejected by the Industrial Tribunal and thereafter the second party workmen approached the Hon'ble High Court and filed Writ Petition No. 2448/2003 and the said writ petition was disposed of with a specific direction. The services of the second party workmen came to be terminated w.e.f. 1 May 2002 illegally though they have worked for more than 240 days continuously, their services were terminated without following the provisions of Section 25-F of I.D. Act. No charge-sheets were issued to the second party workmen, no seniority list was ever displayed prior to the termination of their services. Reason for termination given that the D.B.T Project over is absolutely false, bogus and incorrect. According to the second party they were never employed for a specific project but they were employed as employees of N.C.L. from the date of their appointment till the date of their termination of the services. Thus the termination of their services is illegal, unjustified and void ab-initio. In Reference (IT) No. 46/2001, the Industrial Tribunal has also come to a conclusion that the second party workmen were employed by the N.C.L. Finally it is prayed to quash and set aside the termination order and to direct the first party to reinstate all the workmen involved in the present reference with continuity of service and with payment of full back wages.

6. The first party Laboratory in the written statement at Exh.C-4 has contended that the reference is untenable, bad in law and not maintainable and deserves to be answered in negative. The second party in the present

reference had already raised almost similar issues before this Tribunal in Reference (IT) No. 46/2001 and the said reference has been decided by this Tribunal on merit and therefore the issue raised in the present reference is not maintainable and fit by the principles of res-judicata. It is further contended that the termination of the services of D.M.Pillay and others/second party was automatic as per termination of their contract of engagement. The very issue of termination was subject matter of Reference (IT) No. 46/2001 and also in Writ Petition No. 2448/2002 and both the Hon'ble Courts have given an answer that the second party has no case to make against any alleged termination u/s 25F of I.D. Act, 1947. Engagement by the first party was covered by exception to the definition of retrenchment as defined under the I.D. Act, 1947.

7. It is further contended that the present reference is not maintainable since the first party is not an industry under the provisions of I.D. Act. It is further contended that the details of the designation given by the second party workmen are pertaining to the service rendered by them under a D.B.T. sponsored project and not of the N.C.L. It is denied by the first party that the second party workmen were working with the first party N.C.L. as alleged in the statement of claim. It is contended that the second party workmen were engaged for a D.B.T. Sponsored Project on purely temporary basis on contractual terms and conditions for the work of sponsored project. Their engagement was made on specific terms and conditions clearly stipulated in their offer letters of engagement/extension orders issued to them from time to time. The second party workmen were very much aware since the beginning that they are applying for the post to work on the sponsored project and the post is/are not NCL/CSIR post. It is further contended that the NCL is engaged in Research and Development of Chemical Science. It does not engage in production or distribution of services or in trade or similar activities and therefore does not an industry. The finding of the Industrial Tribunal in Reference (IT) No. 46/2001 in respect of industry is challenged before the Hon'ble High Court and the same is admitted and pending before the Hon'ble High Court.

8. It is further contended that the second party workmen had applied under a G.B.T. Sponsored project against an advertisement and were engaged for a D.B.T. Sponsored project on a purely temporary basis on contractual terms and conditions specified in office letters of engagement of extension order issued to them from time to time. Right from the date of applying for the post/joining duty, they were aware of the fact that they were engaged for a specific period for specific project and at any rate their services were to be terminated with cessation of the project which was clearly mentioned in letter of appointment/extension order issued time to time.

9. It is further contended that there is no illegality in the cession of engagement of the second party workmen

involved in the present reference as they ceased to be in the service of the project on the expiry of the project and this was perfectly as per the contract of engagement and therefore the reference should be answered in negative.

10. Following issues arised for my consideration at Exh O-7:

1. Whether National Chemical Laboratory is an industry within Section 2(j) of I. D. Act ?

2. Does the Party No. 2 prove that Party No. 1 has terminated the services of Shri Pillay and 15 other employees illegally without complying the mandatory requirements of I. D. Act ?

3. If yes, whether Party No. 2 is entitled to get reinstatement with continuity of service and back wages ?

4. What order?

11. My findings to the above issues with reasons are as under:

1. Already decided.

(2) to (4) As per final order.

#### REASONS

12. Heard argument of Advocate Shri N.A. Kulkarni for the second party workmen and Advocate Shri Anilkumar for first party Laboratory at length. In addition to the oral argument, the first party has produced the synopsis of argument at Exh.C-22 and also submitted the citation. The second party workmen have submitted their citation with list at Exh.U-23. In order to justify their demands, the second party workmen have examined the witnesses at Exh. UW-1 to Exh. UW-9. As against this, the first party company has examined one witness by name Mr. Shaileshkumar, Section Officer in Administrative Wing at Exh.C-16. The witnesses of both the parties have been duly cross-examined by the respective parties.

13. Issue No. 1: Though both the parties have argued on issue No. 1 i.e. whether the N.C.L. is an industry within the meaning of Section 2(j) of I. D. Act, I would like to submit herein that this issue has already been decided by my learned predecessor in Reference (IT) No. 46/2001. The copy of order passed in Reference (IT) No. 46/2001 and infact the record and proceeding of Reference (IT) No. 46/2001 is before me. By award dt. 15 November 2003 in Reference (IT) No. 46/2001, the same issue in respect of industry was raised by the first party and it has been declared by the Industrial Tribunal, Pune that the NCL, Pashan, Pune is an 'industry' within the meaning of Section 2(j) of I.D. Act and the action of the management of the NCL in denying the regularisation to Mr. Kishor Suryawanshi and 15 others is legal and justified and the second party workmen are not entitled to any relief. Now

this relief is subjudiced before the Hon'ble High Court. This Court is not Appellate Court. However, since the order passed in Reference (IT) No. 46/2001 is subjudiced and the decision of the Hon'ble High Court would be binding on the party and also on this Tribunal and therefore when the issue is subjudiced before the Hon'ble High Court, it would not be proper on the part of this Tribunal to discuss the issue of industry and to make any observation on the same. Hence, I am restraining myself from deciding the Issue No. 1.

14. Issue No. 2 to 4 : The Witness No. 1 for second party workman at Exh.UW-1 Shri Deepak Pillay—workman at Sr. No. 1 in the reference in his affidavit in lieu of examination-in-chief has repeated the fact stated in the statement of claim. In addition, he has deposed that the NCL is situated at Pashan in an area of about 15 acres including the residential area and accommodation. The appointment order issued by the Administrative Officer of NCL. He has been appointed in the project for the department of Biotechnology (D.B.T.). Other workers have been issued appointment letter in pursuance to the by-laws framed by the society and therefore the condition of services were governed by Central Civil Service Rules and they were given pay-scale at par with the regular employees of NCL except P.F facility and benefit of Fifth Pay Commission, medical facility, L.T.A. All the workmen in the reference were given temporary appointment in order to deprive them the benefits of permanency and they were treated as project employees only to deprive them of the status and privileges of permanent employee. He was appointed in the year 1987 and worked continuously till April 2002 when his services came to be terminated. In Reference (IT) No. 46/2001, they have preferred application for interim relief restraining the first party from terminating the services of second party workmen. The said application was rejected and the rejection order was challenged by the second party in Writ Petition No. 2448 of 2002 and the writ petition was disposed of with specific direction but thereafter the services of the workers involved in present reference were terminated from 1 May 2002 illegally even though they have completed 240 days of continuous service without following Section 25-F of I. D. Act.

15. In cross-examination, he has admitted that in Reference (IT) No. 46/2001, he was one of the second party and the demand in the said reference was for regularisation of their employment. He has admitted that the interim relief application was rejected and the writ petition was also dismissed and thereafter the services of the workmen were terminated in the month of April 2002. He has admitted that the ground against the apprehended termination in interim relief as well as grounds in the present reference for challenging termination are same. He has admitted that he did not challenge the order passed in writ petition before the Hon'ble Apex Court. He has admitted that in Reference

(IT) No. 46/2001 it was his contention that he is not the project employee and that he has completed 240 days of continuous service.

16. He has further admitted that the first party NCL is under the control of the Ministry of Science and Technology of the Central Government and the parent body of the first party is CSIR. He has admitted that the first party takes project sponsored by D.B.T. He has denied the suggestion that he was never appointed by the first party. He has admitted that he was given the benefit of Fifth Pay Commission when he was in the employment of the first party. He has admitted that his appointment orders were in writing. He has further stated that while accepting appointment order he did not accept the terms and conditions of the appointment order. He does not remember whether he had signed the appointment order below "he accept". He has further stated that he has not made the grievance that as per the conditions of appointment letter, certain benefits were not given to him. He did not object in writing about the terms and conditions of his appointment order. He has claimed 240 days continuous service on the basis of various appointment orders issued to him. He has further stated that after the termination of his services he is practising since about 3 years.

17. The witness No.2 at Exh.UW-2 Gagada Raju Maujiram has stated on solemn affirmation that he joined the first party Laboratory as Jr. Assistant w.e.f. June 92 and his services were terminated by first party Laboratory w.e.f. 30-4-2002. He has completed 240 days continuous service. He has tried to secure an alternative job at various places but he could not succeed and at present he is doing some petty jobs and getting Rs. 200-300 p.m.

18. In cross-examination he has admitted that he was working in TCPP Project. He has admitted that he worked more than 20 days in that project.

19. Witness No.3 Shri Kishore Suryawanshi at Exh.UW-3 has stated that he has joined the first party organisation J.L.A (electrical) w.e.f. 27 September, 90 and his services were terminated w.e.f. 30-4-2002. He has completed more than 240 days continuous service and from the petty jobs he is getting about Rs. 200 to Rs. 300 p.m. as an alternative employment.

20. In cross-examination he has stated that he joined the services of first party w.e.f. 27 September, 90 as Apprentice Electrical and started working on NABARD project since 1991. Before joining the project of NABARD, appointment letter was given to him and he signed the said letter as received but not as accepted. He has further stated that he worked on 2 project before joining that project he was given appointment order separately and in the appointment order terms and conditions were given. He has denied the suggestion that his services were automatically came to an end on completion of work and his services were never terminated by the first party.

21. The witness No. 4 Mr.Firoza Shaikh at Exh.UW-4 has stated that she joined the first party organisation as JLA w.e.f. 7 February, 1990 and her services were terminated w.e.f. 30-4-2002.

22. In cross-examination, she has stated that she is married and her husband is retired. She admitted that her husband was Scientist in NCL and now she is drawing pension. She has admitted that she was appointed on 7 February, 1990 on project namely DBT PTCC. She has admitted that before joining appointment order was given to her and she has accepted the terms and conditions of the appointment order and during her tenure, she never objected the terms and conditions of the appointment orders.

23. The witness No.5 Shri Shankar Gokha has stated that he has joined the first party as JLA from 9 November 1990 and his services were terminated w.e.f. 30 April, 2002 and from petty jobs he gets Rs. 200 to Rs. 300 p.m. He has admitted that he joined the first party w.e.f. 9-11-1990 and in the appointment letter, terms and conditions of the appointment were given. He signed the same as accepted. On 30-4-2002 he was doing the work of DBT project.

24 The witness No.6 Ravindra Mandekar has stated that he joined the first party as Junior Lab. Assistant from 5-8-1994 and his services were terminated w.e.f. 30-4-2002 and he is getting Rs. 200 to Rs. 300 P.M. from the petty object.

25. In cross-examination he has admitted that on 8 August, 1994 he joined the project namely DBT TCPP. He signed the appointment order. He has admitted that since 94 to 2002 he never challenged his appointment on project before any Court of law.

26. The witness UW -7 Mohan Kamble, Witness Parag Akkadkar at UW-8, and witness Shankar Bharati at Exh.UW-9 have deposed similar to the evidence of earlier witnesses.

27. As against this, the respondents have examined one Shri Shileshmukar, Section Officer in Administrative Wing at Exh.C-16. In his affidavit, he has repeated the contents of the written statement. In cross-examination, he has stated that the research work done in the first party premises includes the research on projects intended to develop the knowledge in specific areas of chemical and related sciences. These projects are received from the outside/Govt. funded agency like DBT, DST. These projects are not the main activities of the first party and the main activity is always doing research in chemical related science, basic as well as applied research. For the purpose of its main activities, there are permanent employees whose service conditions are governed by the Central Civil Services Rules, 1965. As far as projects are concerned, if any extra human resource is required for the project, the same is met by engaging the persons from outside on purely



temporary basis. The engagement of temporary personnel is done for the project and the expenses to meet the payment to these persons are made from the concerned project funds received from the sponsored. The officer of the rank of Administrative Officer or Section Officer is authorised to process the applications of persons who apply the project department and once the person is selected by the committee, he/she is under the administrative control of the incharge of the said project. For every project for the purpose of engagement of temporary position as per the requirement of the project is processed on the basis of advertisement specifying the nature of work, qualification and experience, category of persons required sponsoring authority from whom the recruitment is sought and categorical statement that such engagement is only for the project and it has nothing to do with the first party or its appellate body namely CSIR. The advertisement and the offer specifies that the persons recruited will be engaged only for the duration of the project as their services are co-terminus with the duration of projects. The candidates who make the applications are well aware of the terms and conditions of their engagement. The following terms and conditions are stipulated in the letter of engagement:

- (a) That the engagement refers to advertisement and application.
- (b) The engagement was under corporate project and the nomenclature of the project is also mentioned.
- (c) That the duration of the engagement is for certain fixed period depending on the duration of project. It specifies that such engagement could be extended/curtailed depending on the status of the project.
- (d) Such engagement is for and on behalf of the sponsor of the project.
- (e) Such engagement will not confer any right or claim implicit or explicit for their explanation against any post with the first party or CSIR. The payment of the person would be made for the funds provided by the sponsor of the project. These terms and conditions are accepted for all the candidates at the time of joining the projects.

28. He has further stated that in the present case reference the persons whose names mentioned in the reference were engaged in the projects with the first party and well aware about the conditions specified in their engagement letter and were agreed to the terms and conditions of the order of engagement and they were engaged for fixed period which were extended from time to time for specific period depending on the status of the project and ultimately their engagement do not extended due to the expiry of project. Their services came to an end

by virtue of completion of project. The persons named in the present reference had approached to the Industrial Tribunal in Reference (IT) No. 46/2001 seeking regularization of the services with the first party. They had obtained status quo order initially which was vacated by order dtd. 28 March, 2002. Pursuant to the vacation of interim stay and pursuant to the closure of the respective project the contractual engagement of the persons came to an automatic end. Against the order passed by the Industrial Tribunal on 28 March, 2002 the persons involved in the present reference had approached to the Hon'ble High Court in Writ Petition No. 2448/2002 and in the said writ petition the Hon'ble High Court had confirmed the interim order by an order dtd. 30-4-2002 with a direction that if there were any existing vacancies and the second party was qualified, they should be given appointment without considering any other person and further all such appointments will be made subject to final order in the reference. The earlier reference was answered in negative by the Industrial Court and therefore the present reference is not maintainable. He has further stated that the present reference is not maintainable as there is already an award on merit.

29. In cross-examination he has stated that the services of the second party came to be terminated in 2002. During 1999 to 2002 he was working as Assistant General Grade I and he knows about the demand made by the second party for regularization in service. He has further stated that the CSIR is being run by the Government of India and controlled by Ministry of Science & Technology, Government of India. He has admitted that CSIR is an Autonomous Body and also registered under Societies Registration Act and the first party is one of the part of CSIR. He has admitted that at present affairs of the first party are being controlled by Directors appointed by the Central Government. He has admitted that some of the projects were sponsored by the Government of India or various states and some of the projects were sponsored by the various private agency. He has admitted that the first party has not undertaken any manufacturing process. He has admitted that first party is financed by CSIR and CSIR is financed by Government of India.

30. He has admitted the signature of Mr. M.V. Joglekar, Section Officer in the copy of appointment letter of Shri Deepak Pillay which is filed in Reference (IT) No. 46/01 and also admitted that Mr. Joglekar is also an employee of NCL. He has identified the signature of Administrative Officer on all the copies of appointment letters issued to the workers involved in Reference (IT) No. 46/01 and also admitted that the Administrative Officers are being appointed by CSIR. He has admitted that after rejection of interim relief application in reference pending in Industrial Tribunal, the services of workers in the present reference were terminated w.e.f. 1 May, 2002. He has admitted at the time of termination retrenchment compensation was not paid to them. He cannot say whether the seniority list was published prior to termination.

31. According to the first party the employees involved in the present reference were appointed for a specific project i.e. till the existence of the project and on completion of project their services came to an end w.e.f. 1-5-2002 and this case is not covered by Section 2(oo) of I.D. Act but is covered by Section 2(oo) (bb) of I.D. Act i.e. termination of the services of the workmen as a result of the non-renewable of the contract of employment between the employees and employer concerned on its expiry or such contract being terminated under a stipulation in that behalf contained therein. As against this, according to the second party they are the employees of NCL and their services are terminated from 1-5-2002 by the NCL without following due process of law and termination of their services is illegal and unjustified. The issue of industry is now subjudice before the Hon'ble High Court and therefore the decision in present reference is subject to the decision on Issue No.1 by the Hon'ble High Court. If the Hon'ble High Court decides that the NCL is an 'industry' within Section 2(j) of I.D. Act, then this decision in the present reference would be binding on first party and if the Hon'ble High Court decides that the first party is not an 'industry' within the meaning of Section 2(j) of I.D. Act, then the award passed in the present reference would not be binding on the first party. There is no dispute that the services of all 16 employees involved in the present reference were terminated w.e.f. 1 May 2002. There is also no dispute between the parties that the second party workmen had approached to the Industrial Court in Reference (IT) No.46/2001 for regularization of their services. There is also no dispute that the Industrial Tribunal by award dt.15 November 2003 has declared that the first party NCL, Pashan, Pune is 'an industry' u/s 2(ii) of I.D. Act, 1947. The Industrial Tribunal has also declared that the action of the management of NCL in denying regularization to 16 workers is legal and justified and the second party employee is not entitled to any relief. The remaining issues before the Industrial Tribunal in Reference (IT) No. 46/2001 were Issue No. 2—Whether the members of the second party are employees of the first party NCL?—Answer: No. Issue No. 3—Whether the second party workmen are entitled to regularisation and their demand is legal and justifiable? Answer: No. Issue No.4 What order? Answer: The demand of regularisation is rejected. My learned predecessor Member, Industrial Court decided Issue No. 2 & 3 starting from Para. 35 onwards in the said award from Pg. No. 43 in Para. 37, the Industrial Tribunal has observed "On scanning of the objects of the C.S.I.R., it is seen that the scientific industrial research of the national importance, is the main activity and all the activities, which are aimed at doing the research in the scientific and industrial subjects, are part of the main activity. They fall within the same sphere. All the members of the second party have worked for most of the period in D.B.T. (Department of Biotechnology) project, barring short term under the NABAD Project. The D.B.T. Sponsored Project was on the subject of "Tissue Culture

Pilot Plant Unit Facility." The second phase of the project was "Micro Propagation Technology Park Pilot Project. The entire reading of the evidence does not show that this project had no concern whatsoever with the activities of the N.C.L. The D.B.T. Projects were accepted by the C.S.I.R. And sent to the N.C.L. As a part of the activity of the N.C.L. Therefore, there is no force in the statement of the witness examined by the first party N.C.L. that the undertaking any project was not the main activity of the N.C.L. And these employees were not involved in the main activities of the N.C.L. but they were involved in the allied activities." In Para.38 of the award, the Industrial Tribunal further observed "But this does not establish the relationship between the N.C.L. and these employees. To a pertinent question, which appears in the cross-examination, Mr.Joshi, could not lay hands on any particular document to show that the concerned agency, which had sponsored the project, had made a request to engage manpower on its behalf. He admitted that no such communication was filed on the record. However, after the evidence of the witness was over, the first party has produced certain documents along with the list Exh.C-16. In that list, at Annexure 'M', Page 28, there is copy of the Memorandum of the Understanding between the N.C.L. And the Department of Biotechnology, Government of India. At the printed Pg.No. 3, 2.4 there is the provision to confer the right on the N.C.L. to recruit the scientific and non-scientific staff, as per the details given in the Annexure-IV. This provision shows that on the strength of the provision of M.O.U., the N.C.L. engaged the second party employees on the temporary basis as the project employees. Admittedly all these second party employees were engaged by the N.C.L. under the different projects and for most of the period, they were engaged in the D.B.T. Project. It is the stand of the N.C.L. that the second party employees were aware of the clauses while taking the assignments in the concerned projects. They were continued for longer period because the sponsoring authority went on continuing the project from time to time and also provided the funds for the wages of the second party employees. Thus, according to the N.C.L. the second party employees were appointed on contractual basis to work in the project and they have no right to any post at the N.C.L. In para.42 of the award, the Industrial Tribunal reproduced the appointment of Mr.Deepak Pillay as Junior Technical Assistant in the project sponsored by DBT, New Delhi at NCL."

32. The Director N.C.L. has been pleased to accord approval to the appointment of Mr.Deepak Pillay, as a Junior Technical Assistant in the project on Tissue Culture Pilot Plant Unit/Facility, on behalf of the Department of Biotechnology (DBT), New Delhi, tenable at NCL, on the basis pay of Rs.1400 p.m. in the scale of Rs. 1400-40-1800-EB-50-2300 plus usual allowances as admissible under the rules. The appointment is for the period upto March 1994 in the first instance or till the duration of the said



project whichever is earlier subject to the following terms and conditions. (I) His appointment is an ad hoc appointment on purely temporary basis which may be terminated at any time without any notice or without assigning any reason therefor. (II) His appointment is not as CSIR appointment, temporary or otherwise and does not entitle him to any claim, implicit or explicit on any CSIR/NCL post."

33. In Para.45, the Industrial Tribunal has observed that "It was elicited from the witness examined by the employees that while accepting the different appointment orders they had read the terms and the conditions incorporated therein. It was also elicited from them that they had filed the applications for the appointment in the project. It was then suggested to them that they had worked under the different projects. The witness Mr. Joshi examined by the first party N.C.L stated that the second party employees were project based and the N.C.L had not utilised their services for the purpose other than the project work. As the project employees, their appointments were for the limited duration and subject to sanction of the terms and conditions incorporated in their appointment orders and thus the appointments were contractual appointments and it was explained to all the employees vide their appointment orders that these appointments would not confer any right on them to claim any post as CSIR/NCL."

34 In Para.56 the Industrial Tribunal has observed that, "in the M.O.U. in Clause 2.4 which entitled the N.C.L to recruit the scientific and non-scientific staff as per the details given in the Annexure-IV below the M.O.U. The D.B.T had reserved the right to terminate the grants at any stage, if it is finding that the grants are not properly utilised or the appropriate progress has not been made. It is an admitted position that these employees for most of the period were engaged in D.B.T Project. It is further seen from the record that the project was extended from time to time and the copies of the extension letters are at Exh.C-7(1) to C-7(5). It appears that the project was extended on the last occasion upto 30-4-2002. Since the project was extended, the second party employees got extension of appointments." It is further observed that "these employees were engaged in the D.B.T. Project and they were continued on the basis of their original appointment orders since the project was extended. Initially some of them were engaged in another project but they resigned and joined the D.B.T. Project. From the text of the appointment orders, it is seen that it was made clear by the first party that they were engaged in the particular project for particular duration, their appointment was temporary and more importantly they were informed that the appointment would not confer any right on the appointee to claim permanent post against the C.S.I.R./N.C.L. Post."

35. In para.57, the Industrial Tribunal has observed that, "No doubt it is true that the appointment orders were

issued by the officers of N.C.L but since the N.C.L had accepted the project under the M.O.U., it was natural for the officers of the N.C.L to issue the appointment orders. As held above, the work of these employees was supervised by the project leader of the N.C.L and not by any of the officer of the sponsorer. This is also undisputable case that under the M.O.U. the N.C.L had accepted the responsibility to conduct the project and in pursuance of the M.O.U. certain funds were received. As mentioned above, the N.C.L was conferred with the authority to engage the scientific as well as the non-scientific staff for the purpose of the project. Since the N.C.L was conferred with the right for the appointment of the temporary workmen for the project it was but natural and within the rights of the N.C.L to supervise the work performed by all these employees and issue them memos, if required. I have also held that the pay and allowances of these employees were paid by the N.C.L but the funds were received by the N.C.L from the sponsorer and the expenditure towards the pay and allowance was incurred from the funds received from the sponsored authority. Thus despite the fact, that these employees were appointed by the N.C.L and despite the fact that they were under the control and supervision of the officers of the N.C.L., the fact remains that throughout the period of their tenure, they remained the project employees and were treated as such. Their appointments were made on the basis of the notifications issued by the N.C.L from time to time. Then the office memorandum was also issued to describe the qualification and the pay-scale for each post. It is true that they were interviewed and on finding eligible to the concerned post, they were given the appointments. In the earlier part of the judgment, I have done that, exercise and found that despite these circumstances, it is not possible to hold that the temporary appointments under the projects were mere pretext or the camouflage and in fact they were the employees of the N.C.L and merely to deprive them from the permanency, they were continued in the project. In view of this conclusion, it is not possible to hold that the first party N.C.L treated them as the project employees with the object to deprive them permanency. As a corollary of this, I hold that the demand made by these employees for their regularisation, is not legal and just."

36. In Para.58, the Industrial Tribunal has observed that, "As discussed above, these employees have put in about ten years service in the project with the N.C.L. However, they were engaged in the project and continued as such. By engaging them in the project and by continuing them as such, the first party did not commit the breach of any of the provisions in the Industrial Disputes Act as well as the Standing Orders. As a result of this, I hold that the demand made by the second party employees is not legal, justifiable and they are not entitled to any relief."

37. The demand in the present reference is the offshoot of the rejection of the interim order passed by the

Industrial Tribunal in Reference (IT) No. 46/2001 and subsequent action of the first party management to terminate the services of the workmen involved in the present reference w.e.f. 1 May, 2002. The findings in Reference (IT), No. 46/2001 are under challenge before the Hon'ble High Court. This Court is not the Appellate Court. However, the decision passed in Reference (IT) No. 46/2001, I am fully in agreement with the findings of the Industrial Tribunal in Reference (IT) No. 46/2001 that all the 16 employees employed in the present reference were engaged by the N.C.L. and all these employees have put in about 10 years service in the project with the N.C.L., however they were engaged in the project and continued in the said project till the date of their termination from the services w.e.f. 1 May, 2002. In the appointment letter, it was made it clear by the first party that their appointments are for the specific period in the first instance or till the duration of the said project whichever is earlier and their appointments are the ad hoc appointments and purely on temporary basis which may be terminated at any time or without assigning any reason therefore their appointments are not C.S.I.R. appointment temporary or otherwise and are not entitled to any claim inflect or explicit on the CSIR/NCL post. There is no dispute that the project of D.B.T. was continued for more than 10 years and the services of all the workmen continued for more than 10 years by the first party. The second party's witnesses have admitted that while accepting the different appointment orders they had read the terms and conditions incorporated therein.

38. The learned counsel Shri Anilkumar drew my attention to the written synopsis filed at Exh. C-22. The gist of his argument that the second party workmen are project employees and that the offer of engagement was accepted by them. It is purely for the project and with clear understanding that the second party will have no claim of employment in the service of the first party and the first party is covered by the provisions of Central Civil Service Rules and the service conditions of the permanent employees are also covered by the FRSR Rules. The first party is also governed by the reservation policy, under which permanent posts are to be filled up on the basis of the Government Reservation policy and it can be seen from the record there are no vacancies in the first party for employment. The mode of recruitment in the first party is as per the rules under which the vacancies are advertised and the eligible candidates applying for the same as and when the advertisement is given for considering their claim on merit according to the rules. There is no provision for recruitment through back door and hence reference is liable to be dismissed.

39. The learned counsel Shri Anil kumar relied on the following decision.

(1) 2002 I CLR 220, Ircon International Ltd. Vs. Daya Shankar & Anr.

"Industrial Disputes Act, 1947—Respondent was appointed on Ballast Project of Northern Railways—Later transferred to Head Office and thereafter his service was terminated—Retrenchment compensation was paid Respondent filed writ petition which was allowed following the decision of Supreme Court in the case of Sufal Jha and direction was given to treat respondent in continuous service and to accommodate him in vacancy in any project—Division Bench confirmed the same and hence this Special Leave Petition - Held: High Court went wrong in giving the direction following decision in the case of Sufal Jha which was rendered on concession. It is further held that where an employee is appointed on a project and for the duration of project, the question of his services continuing automatically thereafter do not arise."

2. AIR 1996 Supreme Court 1565, State of Himachal Pradesh Vs. Suresh Kumar Verma

"Constitution of India, Arts. 309, 16—Appointment on daily wage basis—Is not appointment to post according to Rules—Termination of daily wage employees due to coming to end of project employing them—Directions to re-engage them in any other work or appoint them against existing vacancies—Cannot be given by Court."

(3) (2006) 13 Supreme Court Cases 15, Karnataka Handloom Development Corporation Ltd. Vs. Sri Mahadeva Laxman Raval "Labour Law—Industrial Disputes Act, 1947—Ss. 2(oo)(bb) and 25-F—Contractual employee—Termination of—Applicability of S. 25-F—Time-bound specific short-term scheme—Termination of service on termination of scheme, held, does not amount to retrenchment—Appointment letters categorically showing that appointment was purely contractual and for a fixed period, such a case would fall u/s 2(oo) (bb)—Hence there was no necessity for compliance with S. 25-F—He was not a "worker" for S. 25-F."

(4) 2003 I CLR 803, Ramkrishna Kamat & Ors. Vs. State of Karnataka & Ors.

"Supreme Court dismissed the appeals after holding that the claim for regularization is not based or founded on any law nor the appointment of appellants was made under any rules so as to govern their service conditions. It is further observed that mere fact that the appellants continued in service for number of years would not entitle them for regularization when their appointment was purely temporary and on honorary basis."

(5) 2005 I CLR 488, D.G.M. Oil and Natural Gas Corporation Ltd. & Anr. Vs. Ilias Abdul Rehman

"Industrial Tribunal was justified in coming to the conclusion that the number of days of work put in by respondent in broken periods in different departments of the appellant and at different places cannot be taken as continuous employment for the purpose of S. 25-F of the Act as has been held by Supreme Court in the case of Indian Cable Co. Ltd. 1962(4) FLR 444(S.C.)."

(6) 2007 I CLR 227, Bhogpur Co-op. Sugar Mills Ltd. Vs. Harmesh Kumar

"I.D. Act, 1947—S. 2 (oo)(bb)—Seniority—Held that normally categorywise seniority is to be maintained, so as to apply the principle of 'last come first go'—But it would not apply in this case as S. 2 (oo) (bb) is attracted.

I. D. Act, 1947—S. 25F—Termination of Service—Held that this being a case of contract of appointment, as a seasonal workman, non-renewal of contract of appointment, would not attract the provisions applicable to retrenchment."

(7) 2007 II CLR 232, Punjab State Electricity Board and Anr. Vs. Sudesh Kumar Puri

"Stand of the appellant before the Labour Court was that the applicant was engaged as private Meter Reader on contract basis which was renewed on two occasions and at the expiry of the contract period, the services have been dispensed with. It was specifically averred that the applicant concerned had never been employed by the Board and was not a workman under the provisions of the Act. During the concerned period a sum of Re. 1 for reading was paid as per the contract. There was neither any monthly salary nor the claimant could be treated as a person appointed by the Board."

(8) (2003) INSC 589 (24 November 2003) Dharam Dutt & Ors. Vs. Union of India & Ors.

"Filing an appeal destroys the finality of the judgment under appeal. The issues determined by the learned Single Judge were open for consideration before the Division Bench. However, the Division Bench was denied the opportunity of hearing and the aggrieved party could also not press for decision of the appeal on merits, as before the appeal could be heard it was rendered infructuous on account of the Ordinance itself having ceased to operate."

(9) 2004(4) Mh. L.J. Pg. 123, Z.P. Nagpur Vs. Moreshwar S/o Vithobaji Mendhekar

"I.D. Act, S. 25F—Termination of services of workman—He joined service on 5-12-1984 and worked upto 15-5-1986 but with a break of one or two days in each month - Complainant was neither given one month's notice nor he had been paid in lieu of notice—So also he had not been paid compensation at the time of retrenchment -The employers having failed to comply with the provisions of S. 25F, the respondent is deemed to have been continued in service and termination of his service would be illegal and void ab initio—Order of Industrial Court declaring that the employers have engaged in unfair labour practice and directing reinstatement of the workman in service with continuity of service and payment of full back wages was proper."

40. As against this, according to learned counsel Shri N. A. Kulkarni appearing on behalf of the second party

workmen that the findings of the Industrial Court in Reference (IT) No. 46/2001 are not binding on the Court. He has further argued that all the workers involved in the present reference completed more than 10 years of continuous service and also completed 240 days in each calendar year therefore it was obligatory on the part of the first party NCL to comply with the due process of law i.e. to comply with the provisions of Section 25F of I. D. Act before terminating the services of the workmen. By not following the due process of law, the termination of the services of 16 workmen involved in the present reference is illegal and unjustified and therefore they should be reinstated in service with full back wages. In support of his argument, the learned counsel relied on the decision submitted with list Exh. U-23.

(1) 2009 (2) Bom. C.R. 911, Raigad Zilla Parishad Vs. Gajanan H. Patil & Ors.

"I.D. Act, 1947, Sec. 25-F & 2(oo)(bb)—Services terminated - Aggrieved respondent 1 raised industrial dispute which referred for adjudication before Labour Court—Labour Court directed reinstatement with full back wages—Petitioner—Zilla Parishad challenges award of Labour Court—In Court view, Labour Court rightly held services illegally terminated."

(2) 1997 (77) FLR Pg. 461, A. Kumar Vs. U.P. Leather Development & Marketing Corporation & Anr.

"During the subsistence or continuance of the requirement if the employer takes recourse to such artificial breaks or interruption, such an action it seems to me, amounts to unfair labour practice and misuse by the management of its powers and such breaks or interruption which are ostensibly given a colour of fresh engagement or fresh appointments being in colourable exercise of powers cannot be deemed to be so, being a mala fide exercise of power. Such breaks or interruption cannot have any effect on the continuity of service as envisaged u/s 2(g) of the U.P. Industrial Disputes Act."

(3) 1990(1) LLJ 415, Dilip H. Shirke & Ors. Vs. Zilla Parishad, Yavatmal & Ors.

"I.D. Act, 1947—S. 2(oo) Sub-clause (bb) and Sec. 25-F—Sub-clause (bb) of Sec. 2(oo) has to be construed strictly—Letter of appointment providing fixed tenure cannot be the sole basis to determine whether sub-clause (bb) of Sec. 2(oo) is attracted—Nature of employment, nature of duties and type of job should be considered—Amended sub-clause (bb) would apply only to cases where work ceases with employment or post itself ceases to exist or such other analogous cases where contract of employment is fair, proper and bona fide—Labour Court has jurisdiction to examine each and every case and protect the workmen against exploiting employers."

(4)2001 (3) CLR 77, Hariyana Urban Development Authority Vs. Industrial Tribunal-cum-Labour Court, Panipat & Anr.

"I.D. Act, 1947 OS.2(oo)(bb)—A workman appointed in 1994 and he continued to work upto February, 1997—Notional breaks given—He was given appointment for 89 days and thereafter his services were terminated—He was re-employed after break of one day—His services were terminated on completion of 232 days—Question is whether termination is legal—Held. The case is not covered u/s 2(oo)(bb)—The workman is entitled to get the benefit of provisions of S. 25-F of the Act—Termination is mala fide and illegal.

(5) 2007(1) LLJ 500, PWD through Dy.Dir. Horticulture Vs. Satya Pal

"It must be kept in mind that the I.D. Act is intended to protect a workman whose services have been continuously engaged for a considerable period of time. It is in this background that the provision of S.2(oo) (bb) should be interpreted."

(6)2002(3) CLR 743, Saudi Arabian Air Lines Vs. A. M. Panchal & Anr.

"Items 6 & 9 of Sch.IV—Industrial Disputes Act, 1947— S. 2(oo)(bb)—Respondent was earlier appointed as security guard through contractor for about 4 years and then directly for 2 years at the end of which his service was terminated—According to him he was entitled to be made permanent on completion of 240 days service—He alleged unfair labour practice under items 6 & 9 of Sch.IV Petitioner put up a case of appointment for fixed term of 2 years—Industrial Court allowed the complaint and hence this writ petition."

(7) 2003 (97) FLR 1065, National Thermal Power Corporation Vs. K.K. Shrivastava & Ors. "Industrial Disputes Act, 1947—S.2(ra)—Termination without notice—Whether amounts to unfair labour practice—When—I.D. Act, 1947—S.25F—Benefit of—Employee worked for more than 240 days under the same employer—Initial engagement as a muster roll employee, thereafter rendered service on contract basis—nature of duties remain same—Advice to deprive the employee of the benefit of the Act—Held—Workman entitled to the benefit of S. 25-F of the Act."

(8) 2009 (2) CLR 793, M.P. Urja Vikas Nigam Ltd. Vs. Santosh Kumar Dubey

"I.D. Act, 1947—Ss. 2(oo)(bb), 25-F Retrenchment—Respondents workmen retrenched without compliance of S.25F of the Act—Labour Court held it illegal—Passed Awards for reinstatement, without back wages—Awards affirmed by Industrial Court—Hence these petition—Held that employer failed to prove that the project has come to an end—No evidence adduced—Concurrent finding is that

the requirement continues and the Scheme was not of temporary duration—Workmen rendered continuous service and thus entitled to protection of S. 25-F—But not complied—Retrenchment rightly held to be illegal and void."

(9) 1995 (1) LLJ 944, Ramkrishna Vs. Samrat Ashok Technical Institute, Vidisha

"I.D. Act, 1947—Sections 2-J, 2-S, 2(oo) (bb), 25-B, 25-F—Educational Institution—Lower Division Clerk—Educational Institution is an industry—Lower Division Clerk working in educational institution is a workman—Sec. 2(oo) (bb) should be given restricted meaning—Once an employee completes 240 days of work, termination of his services amounts to retrenchment even though last letter of appointment roughly provides for automatic termination of his service."

(10) 1996 (2) LLJ 406, Post Graduate Institute of Medical Education & Research Vs. Presiding Officer, Labour Court & Anr.

"I.D. Act, 1947—S.2(oo) clause (bb) and Sec.25-F—Appointment of workman to a temporary post on ad-hoc basis against the reserved post of Schedule Tribe—Not a purely contractual appointment terminable by efflux of time. Plea that the workman's ad-hoc appointment came to an end with the end of the research project -raised at a late stage - would deprive the workman of an opportunity to meet the plea - hence not entertained."

(11) 2008 (1) CLR 900, Gujarat Pollution Control Board vs. J. N. Chavda.

"I.D. Act, 1947—S.2(oo)(bb)—Termination of Service Respondent temporary driver, terminated from service—Labour Court held it illegal—Passed Award for reinstatement with 100% back wages—Hence this petition—Held that claim for service for specific period or for specific project not made out by management—S.2(oo) (bb) not applicable in this case. LD. Act, 1947—Ss. 25-B, 25-F—Held that in the facts of case, it is proved that workman worked for 240 days in 12 calendar months preceding termination—For the purposes of Ss. 25-B and 25-F, he is deemed to be in continuous service."

41. I have carefully gone through the above citation cited by both the parties. There is no quarrel on the point of ratio laid down by the above cited decision. It is proved before this Court that all the workers involved in the present reference were appointed as per the advertisement initially for a specific period in the first party Laboratory and their appointments were extended time to time as per the extension of the project DBT. It appears from the letter dt.28 March, 2002 issued by Dr.Renu Swroop, Director Government of Ministry of Science and Technology Department of Biotechnology that "Sanction of the President is accorded under Rule 18 of the Delegation of Financial Powers Rules, 1978 for the extension of the

project entitled "Micro proposition" Technology—Pilot Project" to National Chemical Laboratory for further one month i.e. upto 30-4-2002 within the approved sanctioned grant. There is no further documents produced by other party to show that the project was extended even after 30-4-2002 after this period, the services of all the employees came to be terminated from 1-5-2002 and therefore the present case is not covered by the provisions of Section 2(oo) i.e. retrenchment but it is covered by Section 2(oo)(bb) i.e. "termination of the service of the workman as a result of the non-renewal of contract of employment between the employer and the workers concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein".

42. In the present case, services of all the workmen came to be terminated for want of extension of the project. It also appears from the documents produced by the second party that list at Exh.U-24 that the DBT which was approved on 31 March, 2002 has been extended by DBT upto 30 April, 2002. The second party has not produced the documents to show that the said project was again extended after 31 April, 2002.

43. The Hon'ble High Court in Writ Petition No.2448/2002 dt. 30-4-2002 confirmed the order passed by the Industrial Tribunal on 28-3-2002 with following direction: "In the event there are any existing vacancies and if the petitioners are qualified for being appointed, the petitioners to first appoint the respondents without appointing or considering any other person to such post or posts."

44. In case the first party has to follow the recruitment policy along with the reservation policy of the Government while making recruitment of their regular post. Considering the vast experience of more than 10 years of all second party workmen in the reference, the reference can be disposed of by giving direction to the first party that, in the event there are any existing vacancies, future vacancies and if all the workmen involved in the present reference are qualified for being appointed, they should be considered for appointment by the respondents, if they compete with the candidates in open market in respect of regular appointment or in respect of employment in future project available with the first party. I would like to make it clear that the award of the present reference would take effect after and subject to the decision of the Hon'ble High Court wherein the award in Reference (IT) No.46/90 is under challenge. Hence I answer Issue No.2 to 4 accordingly and proceed to make/pass the following award.

#### AWARD

1. Reference is hereby disposed of with direction to the first party Laboratory that in the event there are any existing/future vacancies and if the second party workmen are qualified and complete with the candidates in the open market and subject to reservation policy, they should be given first preference over the other candidates either in

regular appointment with the first party or in the project available with the first party.

2. This award would take effect after and subject to the decision of the Hon'ble High Court wherein the award in Reference (IT) No.46/01 is under challenge.

Pune :

Date : 6-12-2010.

K. W. THAKARE, Industrial Tribunal  
नई दिल्ली, 31 मार्च, 2011

क्र.आ. 1208.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इन्डियन सी.एल. एवं के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 75/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-2011 को प्राप्त हुआ था।

[सं. एल-22012/84/1998-आई आर (सी-II)]

डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 31st March, 2011

S.O. 1208.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.75/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of WCL and their workmen, which was received by the Central Government on 31-3-2011.

[No. L-22012/84/1998-IR (C-II)]

D.S.S. SRINIVASA RAO, Desk Officer

#### ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/75/2000

Date : 21-3-2011

#### Party No. 1

The Sub Area Manager,  
New Majri Underground Sub Area of  
WCL, PO: Shivjinagar,  
Dist. Chandrapur,

#### Versus

#### Party No. 2

The Joint Secretary,  
Rashtriya Koyla Khadan Mazdoor Sangh,  
(INTUC), Plot No.604,  
Behind Giripeth,  
Post Office, Opp. RTO  
Nagpur-440 010



**AWARD**

(Dated : 21st March, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Sub Area Manager, WCL and their workmen, Shri Mahadeo Yassu Dakhare for adjudication, to the Central Government Industrial Tribunal-cum-Labour Court No.2, Mumbai as per letter No. L-22012/84/98-IR (CM-II) dated 21-1-1998, with the following schedule :—

"Whether the action of the management of WCL, New Majri Sub Area in not referring Sh. Mahadeo Yassu Dakhare, to the Medical Board who was suffering from poor vision within stipulated time and accepting his resignation in haste and not providing employment to the dependent is proper, legal and justified? If not, to what relief in the workmen entitled and from what date ? What other directions are necessary in the matter ?"

Subsequently, the reference was transferred to this Tribunal for disposal in accordance with law.

2. It is necessary to mention here that the workman, Shri Mahadeo Yassu Dakhare, who was working as an underground Loader in New Majri Mine No.3 admittedly died on 12-12-96, i.e. prior to the raising of the dispute by the union, Rashtriya Koyla Khadan Mazdoor Sangh (INTUC), ("the union" in short).

Being noticed, the union filed the statement of claim and the management of WCL ("the Party No.1" in short) filed its written statement.

The facts of the case as projected by the union in the statement of claim is that it is a registered Trade Union under Trade Unions Act, 1926 and the Party No.1 being a Central Government Coal Company falls within the meaning of "state" under Article 12 of the Constitution of India and the deceased workman, Shri Mahadeo ("the workman" in short) was a permanent employee of the Party No.1 and was appointed in New Majri Colliery in 1979 and by his application dated 31-7-1988, the workman requested the Party No.1 to give him alternative employment as he was unable to perform duty in underground due to his poor health and required to support his family and in the said application, he had also mentioned that he was an ex-serviceman and to consider his case for appointment in security department of WCL and though on that application, the workman was asked to meet the Sub. Area Manager, no action was taken by the Sub Area Manager

on the said application. It is further pleaded by the union that the workman was sent for periodical medical examination in the year 1990 to New Majri Hospital of WCL and the workman was medically examined and found to be suffering from poor vision and was stopped from employment by the Manager, New Majri Colliery as he was unsuitable to work in the mines by letter No.WCL/NMC-3/MGR/PER/3408 dated 22/25-8-90 and the workman made an application to the Dy. Chief Security Officer, WCL, Nagpur on 5-9-92 against the notification dated 5-8-92 inviting applications for selection of Security Guards in WCL amongst the departmental employees but he was not given the job of Security Guard in WCL, although he had fulfilled the conditions for selection of Security Guard and the workman on 13-5-95 had made an application to the Party No.1 to give him alternative job as he was unable to work in the underground to which no reply was given and the workman was sent to Lalpeth Hospital, WCL, Chandrapur by letter dated 27-5-96 of the Medical Superintendent/Incharge, New Majri Hospital for treatment of poor vision and the workman attended Lalpeth Hospital of WCL but there was no improvement in his vision, so he was sent to Medical College Hospital, Nagpur by letter dated 17-9-96 of the Medical Superintendent/Incharge, Majri Area Hospital for treatment of poor vision and the workman attended the Medical College Hospital, Nagpur for his medical examination and submitted his medical examination report to the Superintendent /Incharge Majri Area Hospital, but he was not given any alternative job and the workman had made another application on 13-8-96 .requesting to refer him to the Medical Board, as he was suffering from poor vision to declare him medically unfit and to give employment to his son, in his place as his dependent, but no action was taken by the management and as the Party No.1 did not give the workman any alternative employment in spite of submission of various applications and as the workman was suffering from financial hardship, he submitted a conditional application to the Manager, New Majri Colliery, Mine No.5 on 5-10-96 either to give him alternate employment as Choukidar, Security Guard or any other job or to declare him medically unfit, or else to treat his said application as his resignation from services and by order No.WCL/NMC-3/MGR/PER/2605/96 dated 5-10- 1996 of the Colliery Manager, the application of the workman dated 5-10-96 was accepted as his resignation and his name was struck off from the rolls of New Majri Mine No.3 with effect from 5-10-96. It is also averred by the union that the Party No. 1 did not take any action on the repeated request of the workman to give him alternate employment as he was declared medically unfit due to poor vision and general disability by various medical authorities but his conditional resignation was accepted on the very same day, which indicates that the resignation of the workman from service was compelled by the

management and accepted in a haste with malafide and ulterior motive to deny the legitimate benefits to be granted to the workman under clause 9.4.0(i) and (ii) of National Coal Wage Agreement V, which was in operation on 5-10-96. The union has further pleaded that in the resignation acceptance letter dated 5-10-96 of the Colliery Manager, there was neither denial of the allegations made by the workman in his conditional resignation dated 5-10-1996 nor there was signature of any other employee as a witness on the same and subsequent to the acceptance of the resignation, due to ill health, the workman died on 12-12-96 and on 21-12-96, Smt. Meerabai Mahadev Dakhare, the widow of the workman submitted an application to the Mine Manager alongwith a copy of the death certificate of her husband and requested to give employment to the dependent of the deceased workman and though the same was received in the office of the Manager, no reply was given, so the widow of the workman approached the union to help her in getting employment for the dependant and the union by letter dated 21-2-1997 addressed to the General Manager demanded to give employment to the dependant of the workman and also issued a reminder letter dated 21-6-1997 to the Party No.1 to convey its decision within one week of receipt of the letter or otherwise to raise an industrial dispute before the Assistant Labour Commissioner, Central, Chandrapur and as Party No.1 did not reply to the said letter of the union, the dispute was raised before the ALC (Central) on 4-7-1997 by the union and as there was failure of the conciliation, failure report was submitted by the ALC (c) to the Central Government. The union has prayed to hold the action of the Party No.1 in not referring the workman to the Medical Board, within the stipulated time and accepting his resignation in haste and not providing employment to the dependant to be not proper and the said action to be illegal and unjustified, to direct the Party No.1 to provide employment to the dependant of the workman w.e.f. 21-12-96 as General Mazdoor Cat.I and to pay the back wages from 21-12-96 till the date of giving employment to the dependant of the workman.

3. The Party No.1 in its written statement has pleaded inter-alia that the workman, while alive had not authorized the union to raise the dispute and as such, the union has no right to raise the dispute and the dispute raised after the death of the workman and after accepting all the terminal benefits of his resignation from his services by his wife does not constitute an industrial dispute and during the life time of the workman, he had not raised any industrial dispute as alleged and as such, the reference is bad in law and liable to be rejected as void ab initio. It is further pleaded that the workman was employed as a loader at New Majri Mines No.3 on 30-9-79 and he applied for his resignation at his own will and the resignation was duly accepted and his name was removed from the rolls w.e.f. 5-10-96 and at the time of termination, the workman was

more than 55 years of age and he was informed about the acceptance of his resignation and he never objected that he was forced to resign and at the time of submission of resignation letter by the workman, two employees had witnessed his signature and the contents of the resignation letter and the workman met the Manager and the Personnel Manager of New Majri Mines No.3, Personnel Manager, New Majri underground Sub Area and Sub Area Manager, New Majri and all other concerned authorities and all the official of the management explained and tried their level best to convince the workman to continue in his services, but he was not ready to take back his resignation and as such, the resignation letter was accepted on the same day of the application and the workman was never forced to tender his resignation. It is further pleaded that periodical medical examination of every employee is being done by it as per the prevalent rules and the same is a regular process which is prevalent in entire organization and during the periodical medical examination, the workman was found to be suffering from poor vision, so he was referred to different medical authorities for the said ailment and he was fit for his normal duty and the disease was a curable disease but the workman was irregular in consulting the doctors with the intention that he would be provided with an alternative job in place of the original job of a Tub Loader and as he was fit for his original job, he was allotted his original job only and the workman was found not fit for the Job of Security Guard and if the workman was aggrieved, then he should have challenged the decision of the selection committee at that juncture only and the workman was not invalidated by any medical authority at any point of time, so he continued in the employment and providing of alternative job is the discretion of the management and the workman had applied for medical unfitness due to general disability of poor vision as per NCWA-V and when his case was under process, he did not wait and was adamant to resign from his service and the workman had applied for resignation without any force by the management which is clear from the resignation application itself and it had never denial the original job at any point of time and the workman did not perform his duties regularly on the false pretext of poor vision, though he was fit for his original job of Tub Loader and there were no rules in Coal . India Limited to provide employment to the dependant of the employees after resignation of the employee and as such, the reference is to be answered in negative.

4. In support of their respective cases, both the parties have relied on the documents filed by them and also on the oral evidence adduced by them. Shri Rajesh Dakhare, son of the workman and one Shri Bhimrao have been examined as witnesses from the side of the petitioner, whereas, Shri K.K.Raul, the Manager of New Majri underground Mine No.3 has been examined as a witness on behalf of the Party No.1.



5. At the time of argument, it was submitted on behalf of the union that the workman was sent for the periodical medical examination held on 1-4-90 and on medical examination, it was found that the workman was suffering from poor vision, so he was asked to get the disability cured/controlled with one month and to appear for his re-examination thereafter and based on the said periodical medical report, the Deputy CME/Manager of the mine by his letter dt. 22/25-8-1990 communicated that the workman to have been given one month time to take treatment/opinion of the eye specialist of the New Majri Colliery Hospital and to submit his final fitness certificate, within the time given, but the workman could not be cured from the problem of poor vision and as the workman had not been declared to have been cured from poor vision till 5-10-96, i.e. the date on which, the workman had submitted his resignation, the Party No. 1 should have referred him to the medical board after the stipulated time and the management had admitted the said facts in their written statement and in the evidence on affidavit, so, it should have been held that the workman was permanently disabled and one of the dependent of the workman should have been given employment in terms of clause 9.4.0 of NCWA-V. It was also submitted on behalf of the union that the workman submitted his resignation on 5-10-96 and the same was accepted on the same day and the fact of acceptance of the resignation was also communicated to the workman on the same day, which indicate that undue haste was shown by the management to accept the resignation of the workman and no reliance can be placed on the evidence of the witness examined on behalf of the Party No. 1, as the Personnel Manager and Sub Area Manager and so also the witnesses who have signed on the resignation letter of the workman were not examined by the Party No. 1 and as the workman was not sent for his examination by the Medical Board by the Party No. 1 in time and the workman was compelled to submit his resignation, the son of the workman is entitled for appointment in term of clause 9.4.0 of NCWA-IV & V.

6. It was submitted on behalf of the Party No. 1 that the union has not cited any rule or condition of the service or led any evidence to show that a time limit had been provided for referring a workman to medical board and the National Coal Wage Agreement also does not lay down any time limit for the said purpose and as such, it cannot be said that Party No. 1 violated any norms or rule in that regard and in his first application dt. 2-7-88, the workman had applied for alternative job on the alleged ground of physical weakness and underground working environment and in that letter, the workman had not demanded for his medical examination and during the normal medical examination of the workman according to the Mines Act and Rules in 1990, as the workman was found to be

suffering from poor vision, vide letter dt. 22/25-8-90 he was asked to take treatment under eye specialist, New Majri Colliery Hospital and one month time was given for such treatment and the workman was also asked for submission of the final fitness certificate and thereafter the workman did not come forward with any complaint or grievance for referring his case to medical board and in the year 1996, vide letter dt. 27-5-96, the Medical Superintendent, Majri Area referred the workman to CMO, Lalpeth Hospital for further treatment and investigation of his eye and on 13-8-96, the workman approached the Superintendent of Mines for his examination about his unfitness vide his letter dt. 13-8-96 stating therein that in case he would be found medically unfit, then, he would like to get his son employed and the workman was referred to the Eye Specialist, Government Medical College Hospital, Nagpur for further investigation and treatment vide letter No. WCL/MA/MED/104/96 d. 17-9-96 and in that reference letter, it was specifically indicated that he had poor vision in the right eye, which clearly shows that there was poor vision in one eye and he was not totally unfit and the workman did not bring any report from the Government Medical College Hospital, Nagpur, which shows that in all probability he was not found unfit for his duties by the Medical College Hospital and as no report of any specialist was available regarding the unfitness of the workman, there was no question of sending the workman to the Medical Board for final assessment of his permanent unfitness, on which the question of providing job to his dependent should have been considered and no reliance can be placed on the evidence of the son of the workman in respect of his taking his father to the Government Medical College Hospital, Nagpur for treatment and submission of the documents regarding the treatment to the Medical Superintendent, as the same is a material variation from the facts disclosed in the statement of claim. It was further submitted that from the facts it appear that the workman did not follow the advice of the Medical Superintendent of Majri Colliery Hospital and as the workman was suffering from poor vision in the right eye only, the same could not be considered to be permanent in nature and partial loss of vision unless declared to be incurable cannot be treated as disability of permanent nature and as such, the question of any laxity or failure on the part of Party No. 1 in this regard does not arise. It was further argued that the resignation letter submitted by the workman clearly shows that the same was submitted voluntarily without any coercion and from the evidence of the witness examined on behalf of the party No. 1 and documents on record, it cannot be said that the resignation was accepted in a haste and giving of alternative job to an employee is purely a matter of discretion of the management depending upon medical report, health condition of the employee and availability

of the alternative job and as such the same cannot be demanded as a matter of right and the workman admittedly resigned from his job on 5-10-96 and the resignation was already accepted and the application claiming for appointment of the dependent of the workman was filed after the death of the workman and as the workman was not in service on the date of submission of the application by the dependents of the workman, there was no question of providing jobs to the dependant and as such, the reference is required to be answered in negative.

7. After perusal of the documents filed by the parties, it is found that the workman had filed an application on 31-7-88 to give him alternative employment on the ground of physical weakness and the non-suitability of the underground working condition. However, in that application he had not stated about his suffering from any permanent disability. It is also found from the documents that on 1-4-90, the workman was examined medically as per the Mines Rules and the report of his medical examination was submitted in the prescribed Form "O". It is also found from the said medical examination report, which has been marked as Exhibit M -3 from the side of management that during medical examination, the workman was suffering from poor vision and he was directed to get his disability cured/controlled within a period of one month and to appear for re-examination with the result of the test of the poor vision and the opinion of eye specialist of New Majri Colliery Hospital. It is also found from the documents that the Dy. CME/Manager, New Majri Colliery 3 vide letter dt. 22/25-8-90 asked the workman to take treatment from Eye Specialist of NMC Hospital for poor vision, granting one month time for the same and also advised the workman to contact the Medical Superintendent of New Majri Hospital for advice and guidance and to submit his final fitness within the time given to him. However, no document has been filed by the union to show that thereafter, the workman contacted the Medical Superintendent of New Majri Hospital for advice and guidance or that he took any treatment from the eye specialist of NMC Hospital. At this juncture, I think it proper to refer to the oral evidence of Shri Rajesh, the son of the workman, who has stated that from 1990 to 1996 his father was sent to New Majri Hospital and Government Medical College Hospital, Nagpur for treatment and he was taking his father to the hospitals for his treatment and he also produced the documents given to him by the doctor of Government Medical College Hospital, Nagpur before the authorities of New Majri Hospital. However, no reliance can be placed on such evidence, as such a plea was not taken in the statement of claim. It is also found from the documents Exhibit W -5 that the Medical Superintendent, Incharge, Majri Hospital, Majri referred

the workman to the CMO / Ophthalmologist, Lalpeth Hospital for further investigation and treatment stating that he was suffering from poor vision in the right eye. It is also found from Exh. W-6 that the Medical Superintendent Incharge, Majri Hospital by his letter dt. 17-9-96 referred the workman to the Eye Specialist, Government Medical College Hospital, Nagpur for further investigation and treatment, stating that the workman was suffering from poor vision in right eye. There is no document or any other reliable evidence on record to show that the workman actually consulted the CMO or Ophthalmologist of Lalpeth Hospital or eye specialist, Government Medical College Hospital, Nagpur and was treated for the disease of poor vision in his right eye. There is also no evidence on record to show that the workman was suffering from any permanent disability or that the disease of poor vision was not curable in his case. Hence, there is no question of the management sending the workman to any Medical Board for final assessment of his disability and to consider the appointment of any of the dependents of the workman as per the terms of clause 9.4.0 of the NCWA-V.

8. So far the acceptance of the resignation of the workman in haste is concerned, I think it proper to refer to article 32.1 of the standing orders of the Party No. 1, which deals with resignation. The said article says that, "workman (other than those who have executed a bond to serve the company for a specified period), who wish to leave the company's service must give the company one month notice in the case of monthly rated workmen and two week's notice in the case of others. The management may, at its discretion accept the resignation with immediate effect or from any date before expiry of the notice period. In the case of workman, who have executed a bond to serve the company for a specified period, their cases shall be governed as per the provision of the bond in this respect". So, it is clear from the said provision that the management of party No. 1 has the discretion to accept the resignation of an employee with immediate effect.

In this case, it is the case of the union that the resignation submitted by the workman on 5-10-96 was a conditional one. However, on perusal of the copy of the resignation letter submitted by the workman, it is found that the said resignation letter is an unconditional one. It is also found from the said resignation letter that the workman had categorically mentioned in the same of his submitting the resignation letter according to his own wish and without any force. The workman has mentioned the reason of submitting the resignation letter on the ground of his ill health and poor vision and due to his facing difficulty in performing his duty. So, there is no force in the contention that the resignation submitted by the workman was a conditional resignation.

Admittedly, the resignation was submitted by the workman on 5-10-96 and the same was accepted on the same day and intimation about acceptance of the resignation was communicated to the workman on the very same day. However, from the clear and categorical evidence of the witness examined on behalf of the party No.1 and the resignation letter Exhibit M-1, it is clear that even though the authorities of the party No.1 tried to persuade the workman to continue in work and not to resign, the workman did not agree for the same and as such, the resignation was accepted on the very date of submission of the same. Taking the entire facts and circumstances of the case and the evidence on record, it cannot be said that the resignation of the workman was accepted in a haste.

The evidence of Shri Rajesh, the son of the workman to the effect that during his absence, his father met the Manager of New Majri Colliery and requested him to declare him medically unfit and to give employment to him (to Shri Rajesh) in his place but the Manager did not agree for the same, so, there was hot exchange of word between his father and the Manager and the Manager suggested to his father to give resignation, so his father submitted his resignation without the knowledge of himself and his mother and his father 2 to 3 days after 5-2-96, told him about the submission of the resignation and acceptance of the same by the management and he went to the authorities with his father and requested to allow his father for withdrawal of resignation but without any result cannot be accepted in absence of any such pleading in the statement of claim.

It is clear from the record that after the death of the workman on 12-12-96 and after receipt of benefits of the resignation of the workman, the widow of the workman raised the dispute regarding giving of employment to the dependent of the workman. The workman during his life time did not question the acceptance of his resignation. There is no provision in the NCWA-V to give employment to the dependent of the employee, whose resignation has been accepted by the management. It is also clear that when the dispute was raised by the widow of the workman, the workman was already dead. Hence, the dispute cannot be said to be an Industrial Dispute. Hence, I find that reference should not have been made for adjudication by the Central Government. Hence, it is ordered:

#### ORDER

The action of the management of WCL, New Majri Sub Area in not referring Sh. Mahadeo Yassu Dakhari, to the Medical Board, who was suffering from poor vision and accepting his resignation and not providing employment to the dependent is proper, legal and justified. The workman (legal heir of the workman) is not entitled for any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 31 मार्च, 2011

का.आ. 1209.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 94/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-2011 को प्राप्त हुआ था।

[सं. एल-22012/143/2001-आईआर(सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 31st March, 2011

S.O. 1209.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 94/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Western Coalfields Ltd. of Kanhan Area and their workmen, received by the Central Government on 31-3-2011.

[No. L-22012/143/2001-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/94/02

PRESIDING OFFICER : SHRI MOHD. SHAKIR HASAN

Authorised representative of,  
M.P.K.K.M.P. (HMS),  
PO Junnardeo,  
Chhindwara

....Workman/Union

Versus

General Manager, WCL,  
Kanhan Area, PO Dungaria,  
Chhindwara

....Management

#### AWARD

Passed on this 8th day of March, 2011

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/143/2001-IR (CM-II) dated 29-5-2002 has referred the following dispute for adjudication by this tribunal:—

“Whether the action of the management of WCL Kanhan Area, PO Dungaria, Distt. Chhindwara (MP) in not regularizing Smt. Noorjahan W/o Ibrahim, General Mazdoor of Welfare Hospital of WCL Kanhan Area as Darkroom Attendant/Helper after completion of 240 days attendance and payment of arrears thereon is legal and justified? If not, to what relief the workman is entitled to?”

2. The Union/workwoman did not appear inspite of proper service. Lastly the then Tribunal proceeded ex parte against the Union/workwoman on 9-7-2007.

3. The management appeared and filed Written Statement. The case of the management in short is that the workwoman Smt. Noorjahan was appointed as General Mazdoor Cat-I on 8-11-1989 on compassionate ground after the death of her husband. Form B was prepared of the workwoman as per Mines Act. She had been given the benefit of SLU w.e.f. 1-1-1998. She was subsequently promoted in the Grade-H office order No. 2834 dated 14-10-2008 on recommendation of Departmental Promotion Committee. She was, thereafter, transferred to Malaria Department of Kanhan Area Hospital. It is stated that she never worked the job of Darkroom Attendant/Helper in Welfare Hospital of Kanhan Area and therefore she was not entitled to be regularized in the aforesaid post. Under the circumstances the reference be answered in favour of the management.

4. On the basis of the reference and pleadings of the management, the following issues are framed—

I. Whether the workwoman is entitled to be regularized on the post of Darkroom Attendant/Helper?

II. To what relief, the workwoman is entitled?

#### 5. Issue No. I

To prove the case, the management has adduced oral and documentary evidence. The management witness Dr. A. K. Chaukse has supported the case of the management. He has stated that Smt. Noorjahan was appointed as General Mazdoor Cat-I on 8-11-1989. The appointment letter is filed which is marked as Exhibit M/1. He has further stated that she was promoted to Grade-H. The order of promotion is filed which is marked as Exhibit M/4. He has further stated that she had never performed the job of Darkroom Attendant/Helper in Welfare Hospital of Kanhan Area. His evidence is un rebutted. There is no reason to disbelieve the evidence of the management. This clearly shows that there is no sufficient evidence to establish that the workwoman is entitled to be regularized on the post of Darkroom Attendant/Helper. Thus this issue is decided in favour of the management.

#### 6. Issue No. II

On the basis of the discussion made above, I find that the workwoman is not entitled to any relief. Accordingly the reference is answered.

7. In the result, the award is passed without any order to costs.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 31 मार्च, 2011

का.आ. 1210.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 131/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-2011 को प्राप्त हुआ था।

[ सं. एल-22012/291/2000-आईआर(सी-II) ]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 31st March 2011

S.O. 1210.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 131/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of WCL and their workmen, which was received by the Central Government on 31-3-2011.

[No. L-22012/291/2000-IR (C-II)]

D. S. S. SRINIVASARAO, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/131/01

Presiding Officer: SHRI MOHD. SHAKIR HASAN

The General Secretary,

B.K.K.M.S (BMS),

PO Parasia,

Distt. Chhindwara (MP)

....Workman/Union

Versus

The Chief General Manager,

WCL, Kanhan Area, PO Dungaria,

Distt. Chhindwara (MP)

....Management

#### AWARD

(Passed on this 9th day of March, 2011)

1. The Government of India, Ministry of Labour vide its Notification No.L-22012/291/2000-IR(C-II) dated 2-8-2001 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of WCL, Kanhan Area, PO Dungaria, Distt. Chhindwara (MP) in not regularizing Shri Mangal Prasad S/o Shri Ronya, General Mazdoor Cat.I of Area Store of WCL, Kanhan Area as Store Issue Clerk, Gr. III is legal and justified? If not, to what relief the workman is entitled to?”



2. The case of the Union/Workman in short is that the workman Shri Mangal Prasad was appointed as General Mazdoor Cat.-I but his service was utilized on the post of Clerical Grade-III since October, 1996. The wages was being paid of General Mazdoor Cat. No. I. It is stated that the workman was promoted on the post of Clerical Grade-III as Store Issuer by the Competent Authority with certain order. The workman was continuously officiating on the higher post/grade w.e.f. October, 1996 and therefore he is entitled for regularization on the post with difference of pay from the date of officiating on the post.

3. The management appeared and filed Written Statement to contest the reference. The case of the management, inter alia, is that the workman was appointed as General Mazdoor Cat.-I w.e.f. 14-5-89 and is still working in the said post. Form B maintained of the employee shows the service particulars. The claim of the workman for regularization on the post of clerk is not maintainable. The terms and conditions of employees working in Coal Industry are governed by various settlements known as NCWA which contain cadre scheme. The selection/promotion to the post of Clerical Grade is given in the Cadre Scheme. The General Mazdoor are given preference for selection to the post of clerk. In the instant case, the workman was granted opportunity to do the work of clerk for few days in order to gain knowledge in the clerical job. As such he has not acquired any right to be regularized on the post of Clerk Grade-III. He was not allowed to perform duty against any vacant post. There is no sanctioned post of clerk available and therefore there is no scope for regularization. On these ground, the reference be answered in favour of the management.

4. The Union/Workman subsequently became absent. Lastly the then Tribunal proceeded the reference ex-parte against the Union/Workman on 28-4-2008.

5. On the basis of the pleadings of the parties, the following issues are framed for adjudication-

I. Whether action of the management in not regularizing the workman on the post of Store Issue Clerk is justified?

II. To what relief the workman is entitled?

#### 6. Issue No. I

To prove the case, the management has adduced oral and documentary evidence. Shri C. R. Khande is Depot Officer in Kanhan Area Store, WCL. He has stated that the workman was appointed as General Mazdoor Cat.-I. The management has filed photocopy of Form B which is marked as Exhibit M/1. The said Form B shows that he was appointed on 14-5-89 as General Mazdoor Cat.-I. The management has also filed service record which is marked as Exhibit M/2. The document also corroborates that he was General Mazdoor. He has further stated that there is a cadre scheme

for ministerial staff of general clerical cadre. The qualified persons of General Mazdoor are given preference for selection to the post of clerk. The claim of the workman is not tenable because he worked for few months on the post of clerk. The management has filed the copy of cadre scheme of General Clerical Cadre. The scheme shows that the mode of Selection as Clerk Grade-III is selection and test. Admittedly there is no chit of paper to show that the workman was selected by the process of selection and test on the post of Clerical Grade-III. Thus it is clear that he is of different cadre and therefore is not entitled to be regularized on the post of Store Issue Clerk. The evidence of the management is un rebutted. There is no reason to disbelieve the evidence adduced by the management. Accordingly this issue is decided in favour of the management and against the workman.

#### 7. Issue No. II

On the basis of the discussion made above, it is evident that the workman is not entitled to any relief. The reference is accordingly answered.

8. In the result, the award is passed without any order to costs.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 31 मार्च, 2011

का.आ. 1211.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल एस.ई. सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 86/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-2011 को प्राप्त हुआ था।

[सं. एल-22012/145/2002-आईआर(सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 31st March 2011

S.O. 1211.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 86/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of SECL, South Eastern Coalfields Limited, and their workmen, received by the Central Government on 31-3-2011.

[No. L-22012/145/2002-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

**ANNEXURE**  
**BEFORE THE CENTRAL GOVERNMENT**  
**INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,**  
**JABALPUR**

**No. CGIT/LC/R/86/2003**

**Presiding Officer: SHRI MOHD. SHAKIR HASAN**

The General Secretary,  
 Koyla Khan Karmchari Sangharsh  
 Samithi (NFTU), M-39, Vikasnagar,  
 PO Kusmunda Colliery,  
 Distt. Korba (Chhattisgarh) ... Workman/Union

*Versus*

The Chief General Manager, SECL,  
 Kusmunda Area, PO Kusmunda Colliery,  
 Distt. Korba (Chhattisgarh)

The Dy. General Manager,  
 South Eastern Coalfields Limited,  
 Lakshman Project,  
 PO Bhaironatal,  
 Distt. Korba (Chhattisgarh) ... Management

**AWARD**

(Passed on this 10th day of March, 2011)

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/145/2002-IR (CM-II) dated 8-5-2003 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of SECL, Lakshman Project/SECL, Kusmunda Area in not granting promotion to S/Shri Firat Singh, S. K. Khare, Janak Panna, Rajik Mohammed Khan, Abdul Saleem Khan and R.K. Paulush from the date of promotion of their junior is justified? If not, to what relief are the workmen entitled and from what date?”

2. The Union/Workmen did not appear inspite of proper notice. Lastly the then Tribunal proceeded the reference ex-parte on 3-4-2008 against the Union/Workmen.

3. The management/non-applicant appeared and filed Written Statement in the case. The case of the management in short is that the workmen claimed promotion from the date of promotion of their juniors. The reference order doesnot disclose the particulars of the juniors from whom they are claiming promotion. It is stated that the promotion is regulated as per Implementation Instruction No. 32. The management has filed the photocopy which is marked as Annexure M/1. It is stated that no supersession took place. The chart of seniority list is given in the Written Statement. Shri V.N. Vishwakarma was senior to these workmen. His promotion was effected on the recommendation of DPC in Group B/Grade-I. The workmen and other employees were promoted on the same day in Group-B. On these grounds,

it is stated that the reference be answered in favour of the management.

4. On the basis of reference order and Written Statement of the management, the following issues are settled for adjudication.

I. Whether the workmen referred in the reference order are entitled to be promoted from the date of promotion of their junior?

II. To what relief, the workmen are entitled?

**5. Issue No. I**

There is no evidence on behalf of the Union/Workmen on the record as the Tribunal proceeded ex-parte against them. The management has adduced oral and documentary evidence to prove the case of the management. The management witness Shri Sanjay Kumar is Sr. Personnel Manager at Laxman Open Ore Project of SECL. He has stated that the service conditions of the employees are governed by standing orders as well as by provision of NCWA. Implementation Instruction No. 32 is applicable in promotion of the employees. The said Instruction is filed which is Annexure M/1. The said instruction shows that the promotion is effected by DPC. The Union has not raised any case of discrimination at the time of reference. He has stated that there is no supersession case. His evidence is un rebutted. There is no reason to disbelieve the evidence of the management. Thus it is clear that the action of the management is justified. This issue is decided in favour of the management.

**6. Issue No. II**

On the basis of the discussion made above, it is clear that the Union/Workmen are not entitled to any relief. Accordingly the reference is answered.

7. In the result, the award is passed without any order to costs.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 31 मार्च, 2011

का.आ. 1212.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल एस.ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 3/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-2011 को प्राप्त हुआ था।

[ सं. एल-22012/22/1998-आईआर सी-II ]

डॉ. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 31st March, 2011

S.O. 1212.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (Ref. No. 3/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SECL, and their workmen, which was received by the Central Government on 31-3-2011.

[No. L-22012/22/1998-IR (C-II)]

D. S. S. SRINIVASA RAO, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/3/99

Presiding Officer : SHRI MOHD. SHAKIR HASAN

The Secretary,  
Chhattisgarh Swatantra Mazdoor Union,  
Bankimogra,  
Distt. Bilaspur (MP)

....Workman/Union

*Versus*

The Deputy General Manager,  
SECL, Banki Colliery,  
PO Bankimogra,  
Distt. Bilaspur (MP)

....Management

#### AWARD

(Passed on this 15th day of March, 2011)

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/22/98-IR (C-II) dated 27-1-1998 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Banki Colliery of SECL correcting the date of birth written as 1-1-1935 in the Service Records of Shri Govardhan S/o Sh. Bishram, Ex. Loader in the Banki Colliery of SECL, Distt. Bilaspur (MP) and terminating his services w.e.f. 1-1-1995 is justified? If not, to what relief is the workman entitled?”

2. The case of the Workman/Union in short, is that the workman was appointed on 17-10-67 on the post of Loader in Banki Colliery and at that time the management recorded his age in the Form B as 30-4-1950. It is stated that his elder brother Shri Setu Ram was also working in the said colliery and his date of birth was 1-1-1937 and had been noticed to retire on 1-1-97. It is alleged that the management of Banki Colliery altered his age in Form B by doing overwriting as 30-4-1936 without any reason. When the workman came to know and protested for such alteration, then the management arbitrarily referred the matter to the age committee and got his age fixed as 1-1-1935 from the said committee. The workman filed appeal against the change of his date of birth but it was not

considered and he was forced to retire on 1-1-95. On these grounds, it is submitted that the reference be answered in his favour.

3. The management also appeared and filed Written Statement to contest the reference. The case of the management, inter alia, is that admittedly the workman was appointed as a loader on 17-10-1967 by the erstwhile company NCDC. He declared his date of birth as 1-1-1935 and therefore it was recorded in the Form B where he put his L.T.I. The workman never objected regarding his date of birth as had been recorded in Form B. The management notified the date of birth on 7-6-1982 by giving names of each worker and invited objection, if any, from the workers with documentary evidence. But the said workman did not file any objection before the management. It is stated that the case of the workman was also examined by the committee in accordance with I.I.No. 76 of NCWA III and the same was communicated to him on 4-6-1992. The workman had already received all his retirement dues. It is submitted that the workman is not entitled to any relief.

4. After evidence of the workman, the workman/Union absented and therefore the then Tribunal proceeded the reference ex-parte against the Union on 11-5-2004.

5. On the basis of the pleadings, the following issues are for adjudication—

I. Whether the action of the management in not correcting the date of birth written as 1-1-1935 in the service records of the workman is justified?

II. To what relief, the workman is entitled?

#### 6. Issue No. I

The workman is only examined in the case but no documentary evidence is filed on behalf of the Union. The workman Govardhan has stated in his evidence that he had not told his age because he did not know his age. He had not gone to rectify his age. His evidence does not prove that his age recorded in the service record is not correct. There is no other evidence on behalf of the Union to establish that his age was wrongly recorded.

7. On the other hand, the management has adduced oral and documentary evidence. The management witness Shri Ashish Adhikari has supported the case of the management. He has stated that at the time of appointment, the age of the workman was recorded as 1-1-1935 and in Form B, it was accordingly entered. He has further stated that the workman had never objected. He has further stated that his matter was referred to Age Determination Committee who had also fixed as 1-1-1935. His evidence is un rebutted. There is no reason to disbelieve his evidence.

8. The management has also filed photocopies of service record of the workman which is said to have been prepared under the provision of Mines Act. Form B, Service



Register and Service Excerpt show that his date of birth is 1-1-1935. There is no other document to contradict the entry of age of the workman. There is no reason to disbelieve these documentary evidence. Thus it is clear that his date of birth was rightly recorded in the service record of the workman. This issue is decided in favour of the management and against the workman.

#### 9. Issue No. II

On the basis of discussion made above, I find that the workman is not entitled to any relief as the action of the management appears to be justified. Accordingly the reference is answered.

10. In the result, the award is passed without any order to costs.

11. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 31 मार्च, 2011

का.आ. 1213.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल सी. आई.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकता के पंचाट (संदर्भ संख्या 22/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-2011 को प्राप्त हुआ था।

[सं. एल-22012/388/1998-आईआर(सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 31st March, 2011

S.O. 1213.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 22/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CIL, and their workmen, which was received by the Central Government on 31-3-2011.

[No. L-22012/388/1998-IR (CM-II)]

D. S. S. SRINIVASARAO, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 22 of 1999

**PARTIES :** Employers in relation to the management of Coal India Ltd.

AND  
Their workmen

**Present :** Mr. Justice Manik Mohan Sarkar

...Presiding Officer

#### APPEARANCE:

On behalf of the : Mr. Alope Banerjee, Ld. Advocate  
Management with Mr. S. Mukherjee, Ld. Advocate

On behalf of the : Mr. Gopal Chandra Chakraborty,  
Workmen Ld. Advocate

State: West Bengal.

Industry: Coal.

Dated: 15th March, 2011.

#### AWARD

By Order No.L-22012/388/98-IR(CM-II) dated 22-06-1999 the Government of India Ministry of Labour in exercise of its powers under Section 10(1)(b) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Coal India Ltd. in not granting 3 increments to its employee Md. Moseb Ali for having passing the Associate Membership Examination of Institute of Engineering, India with the plea of non-applicability of common coal cadre to the non-executives is justified? If not, to what relief is he entitled?”

2. The workmen union in its statement of claim has stated that Md. Moseb Ali, the concerned workman is an employee under the Coal India Ltd. and was working on the date of application as Engineering Assistant (Civil) at 10, Netaji Subhas Road, Kolkata-700001. The workman joined the management Company on or about 20th July, 1981 as Technical and Supervisory Staff Grade 'C' and subsequently was promoted to the post of Engineering Assistant (Civil). The workman was a diploma in Civil Engineering (LCE). For the purpose of administration of the employees, the management Company, for the integration to a common uniform set of rules and detailed rules and procedure were set up under Common Coal Cadre. In Chapter VII of the said Common Coal cadre under the heading "Training and Development", a declaration was made at paragraph 7.8 with regard to incentive for acquiring additional approved skills and qualifications. With the intention of availing the benefits and facilities as above stated, the workman started higher studies and passed Sections A and B of Associate Membership Examination of Institute of Engineers (India) in Civil Engineering discipline in the year 1993 and duly submitted copies of relevant certificates to the concerned authority. On such acquiring higher qualification of A.M.I.E., the workman became entitled to three increments in salary pursuant to Rule 7.8 of Chapter-VII of Common Coal Cadre. The workman, from time to time, claimed and demanded grant of said three increments as so provided, but the management Company

ignored the claim of the workman and also ignored the provision in the Common Coal Cadre and offered him only one increment in lieu, inspite of the fact that such three increments was granted to similarly placed employees of the subsidiary Company under the management Company who are also governed by the common coal cadre scheme. The management Company has adhered to the discriminatory policy and on giving a clear go by to the provision of the Common Coal Cadre in not granting or sanctioning the said three increments.

3. In its written statement, the management Company had taken two stages of defence, firstly by challenging the maintainability of the present reference alleging absence of any dispute and secondly by going into the merit of the defence. In the second stage, the management Company has stated that the workman concerned belong to non-executive cadre by holding the post of Engineering Assistant (Civil) under the management Company and all non-executives of the management Company and its subsidiaries are governed by the provisions, as contained in the National Coal Wage Agreement in respect of wage structure, increment etc. It is claimed by Circular No. CIL LSB/53270/125 dated 17-04-1989 the management Company provided the workman with one increment and also the benefits as available to him as per National Coal Wage Agreement. It is claimed that executives of the management Company are governed by the provision of Common Coal Cadre and the said provision is not applicable to the present workman and he is not entitled to the benefits of the terms of the provision of Common Coal Cadre. The showing of instance of grant of three increments to a similar non-executive employee by an order of the Eastern Coalfields Ltd. is in contrary to the provisions of the National Coal Wage Agreement and such mistake on the part of the management Company cannot confer any right upon the workman concerned to claim three increments as it is not provided to the benefit of the present workman as per provision of the National Coal Wage Agreement.

4. Rejoinder on behalf of the workman does not disclose any new story and played the role of repetition of the story made in the statement of claim and just it is reply and denial of the statement of the management in its written statement.

5. The only dispute involved in the present reference is in respect of entitlement of number of increment by the workman as there is no denial from any side to the claim of the workman that he has acquired an additional qualification of Section A and B of A.M.I.E. and that he was granted additional increment for such acquisition of additional qualification in respect of one increment. So, the point to be decided here is whether the workman is entitled to get only one additional increment or to three such increments for acquiring such additional qualification. Mr. Chakraborty, Ld. Advocate for the workman submitted that in paragraph 7.8 in Chapter - VII of Common Coal

Cadre at Item No.1 in the format there is description of the type of qualification acquired as 'Section A & B of Associate Membership Examination of Institute of Engineers, India' and three increments has been recommended for such acquiring additional qualifications to the employees other than graduate engineers. Basing upon the said provision in the Common Coal Cadre, Mr. Chakraborty claimed as the present workman also come under the same description as being an employee not having qualification of graduate in engineering and also comes well within the said provision for claiming three increments.

6. Mr. Banerjee, Ld. Advocate for the management Company submitted that he does not deny such provision in the Common Coal Cadre, but he claimed that the said provision of entitlement of three increments is only available to the executives and not to the present workman who is a non-executive since the Common Coal Cadre is meant only for the executives. He further submitted that the present workman comes within the guidelines of "Decision of the Coal Wage Board for Coal Mining Industry, 1967" and "National Coal Wage Agreement".

7. Mr. Chakraborty, Ld. Advocate for the Workmen Union submitted that provision of Schedule-I, Item No. 1 of Chapter-VII of the Common Coal Cadre is being discriminated since an employee under the management. Ajit Kumar Das who is placed in the same footing as of the present workman was given three increments for acquiring additional qualifications in course of employment and he insisted that the said list is not exhaustive only for the executives since the provision at Item No. 2 and Item No. 5 specifically provides the process of increment in respect of both non-executives and executives. It is further submitted that though in the column of eligible employees as "Employees other than graduate in Engineering, and that the said description of eligibility matches with the designation of the present workman since the description of employees has not been specified as executive and so the present workman should also be provided with three increments on his having additional qualification as stated earlier.

8. In this respect, Mr. Banerjee submitted firstly that the present workman is in the supervisory rank being Engineering assistant which is other than Assistant Engineer, an upward designation. In this regard he drew my notice to the description designation of executives as provided in Annexure-II(1) of the Common Coal Cadre where the description of standard designations of executives in the Coal India Limited and its subsidiaries has been given. He further submitted that the provision in "Decision of the Coal Wage Board for Coal Mining Industry, 1967" a description of technical and supervisory staff has been given and the present workman comes within the purview of the said provision as a non-executive employee and so he cannot claim three advance increments in place of one increment as provided for non-executives. Mr. Banerjee submitted that the present workman also falls

within 'supervisory category' and he further submitted that since the National Coal Wage Agreement does not provide for any additional increment for acquiring additional qualification during employment such additional increment is provided by way of office circulars time to time showing guidelines to that effect.

9. Mr. Banerjee further submitted that there might have been grant of three increments to another employee standing on the same footing as of the present workman, but that grant of three increment was done inadvertently or by mistaken conception of the provision to that effect by the authority while granting the same. The provision of the procedure both in the Common Coal Cadre and National Coal Wage Agreement clearly divides employees as executives and non-executives and since Common Coal Cadre is only meant for the executives, even if the other employee who was granted three increments standing on the same platform as of the present workman, it cannot be stated that the said grant was legally or rightly done. Since one act done by mistake or wrongly cannot create any instance for a further wrong doing of the same nature and so Mr. Banerjee submitted that the present workman cannot claim such three increments citing the instance of the said other employee. In this context, Mr. Banerjee relied upon some decision reported in 1984 C.W.N. 405 wherein the Hon'ble Single Bench of the Calcutta High Court held that "It is well settled that no right can be claimed based upon a wrong" Mr. Banerjee also relied upon another decision reported in 1985(1) CLJ 156 and in the said decision the Hon'ble Division Bench of the Calcutta High Court confirmed the said finding of the Hon'ble Single Bench reported above by holding.

"...But as the mistake was obvious, there was no question of any opportunity being given to the appellants. It is now well-settled that one can take advantage of any mistake. It is also a well-established principle of law that an authority committing a mistake is entitled to correct the same".

Mr. Banerjee further relied upon another decision as reported in AIR 1976 SC 363 (S. K. Bhate & Others v. Union of India & Others) and there the Hon'ble Court held that :

"The condition precedent to promotion not having been satisfied, they could only be considered as direct recruits and get the appointments reserved for the class of direct recruits as and when their turns arrived in this quota. The petitioners could not take advantage of erroneous order made by the Manager of their Ordnance Factory even if the error had been repeated by the Director General, Ordnance Factories."

Mr. Banerjee also relied upon another decision reported in AIR 2006 SC 1142 (Kastha Niwarak G.S.S. Maryadit, Indore v. President, Indore Development Authority) wherein the Hon'ble Apex Court held :

"...The concept of equal treatment on the logic of Article 14 of the Constitution cannot be pressed into

service in such cases. What the concept of equal treatment presupposes is existence of similar legal foothold. It does not countenance repetition of a wrong action to bring both wrongs on a par. Even if hypothetically it is accepted that a wrong has been committed in some other cases by introducing a concept of negative equality the appellant cannot strengthen its cases. It has to establish strength of its case on some other basis and not by claiming negative equality."

10. I also agree with the submission made by Mr. Banerjee by relying upon the said decision that in giving three increments to Shri Ajit Kumar Das by following the provisions in that respect as provided in the guidelines of the management Company and even if it is not revoked till date, it will not lose the character of an order by mistake or wrongly done. The present workman cannot cite the said mistake as an example to strengthen his claim for claiming three increments in place of one. Since the Hon'ble Courts has stated that a wrong or mistake done cannot be cited as an instance for a subsequent claim for doing another wrong, the claim of three increments in the same line as in the case of Shri Ajit Kumar Das cannot be entertained.

11. Mr. Chakraborty, Ld. Advocate for the Workmen Union insisting that the eligibility of the present workman to three increments in view of the same reason as stated earlier, does not find any legal foothold.

12. I cannot accept the submission made on behalf of the workman by Mr. Chakraborty since the provision of Common Coal Cadre as well as the Decision of Coal Wage Board for Coal Mining Industry, 1967 and National Coal Wage Agreement distinctly defined eligibility point for getting three additional increments for acquiring additional qualification during employment by any employee under the management Company. Since the present workman does not come within the purview of Common Coal Cadre as not being an executive, I cannot accept the claim made by the workman for three additional increments and rather, found the grant of one increment on such score to the workman as justified since grant of one increment has been done by following the norms in that respect.

13. In the result the workman is not entitled to any relief.

An Award is accordingly passed.

JUSTICE MANIK MOHAN SARKAR, Presiding Officer  
Dated, Kolkata,  
The 15th March, 2011

#### CORRIGENDUM

New Delhi, the 31st March, 2011

S. O. 1214.—The Reference No. mentioned in the third line of the notification of even number dated 4-1-2011 may be read as 146/1989 instead of 186/1989.

[No. L-20012/104/1989-IR(C-I)]

D. S. S. SRINIVASARAO, Desk Officer

नई दिल्ली, 31 मार्च, 2011

का.आ. 1215.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जवाहर नेहरू पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-1/02 ऑफ 2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-2011 को प्राप्त हुआ था।

[सं. एल-12025/1/2010-आई आर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st March, 2011

S.O. 1215.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-1/02 of 2007) of the Central Government Industrial Tribunal/Labour Court, No. 1, Mumbai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Jawahar Nehru Port Trust and their workman, which was received by the Central Government on 31-3-2011.

[No. L-12025/1/2010-IR (B-II)]

RAMESH SINGH, Desk Officer

## ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1

## MUMBAI

JUSTICE G. S. SARRAF, Presiding Officer

Complaint No. CGIT-1/02 of 2007

IN

Reference No. CGIT-1 of 2000

## Parties :

Nhava Sheva Port and General Workers' Union

V/s

1. J.N.P.T., Mumbai-21

2. M/s. Speedy Multimodes Ltd.

## APPEARANCES :

For the Complainant : Shri J.P. Sawant, Adv.

For the Opp. Party No. 1 : Shri S. Amdoskar,  
Mgmt. Rep.

For the Opp. Party No. 2 : Absent.

State : Maharashtra

Mumbai, dated the 2nd day of March 2011.

## AWARD

1. Learned counsel on behalf of the complainant has filed an application today that the dispute has been amicably settled and, therefore, the complaint may be disposed of for want of prosecution. Learned counsel for the Opponent No. 1 has no objection.

2. The complaint under Section 33-A of the Industrial Disputes Act stands disposed of for want of prosecution.

JUSTICE G. S. SARRAF, Presiding Officer

नई दिल्ली, 31 मार्च, 2011

का.आ. 1216.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट [संदर्भ संख्या सीजीआईटीए ऑफ 226/2004 (आईटीसी नं. 169 ऑफ 1999 ओल्ड)] को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-2011 को प्राप्त हुआ था।

[सं. एल-12012/274/98-आई आर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st March, 2011

S.O. 1216.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [Ref. No. CGITA of 226/2004 (ITC No. 169 of 1999 Old)] of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workmen, which was received by the Central Government on 31-3-2011.

[No. L-12012/274/98-IR (B-II)]

RAMESH SINGH, Desk Officer

## ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

## Present :

Binay Kumar Sinha, Presiding Officer,  
CGIT-cum-Labour Court,  
Ahmedabad, Dated 21-03-2011

Reference : ITC No. 169 of 1999 Old

Reference : CGITA of 226 of 2004 New

The Chief General Manager,  
Indian Bank, Navarang Building,  
Ahmedabad (Gujarat)

...First Party

And

Their Workman,

Shri Anil Kumar Sukhvasiya,  
11, Managal Murty Row House,  
Near Mahashakti Society,  
Jivrajpark,  
Ahmedabad (Gujarat)-360051

... Second Party

For the 1st Party (Employer) :

1. Shri K.V. Gadhiya, Advocate
2. Shri Mahendra Patel, Advocate

For the Workman (Second Party) :

Shri N. U. Bhatt, Advocate.

**AWARD**

The Appropriate Government, the Government of India, Ministry of Labour & Employment/Shram Mantralaya, New Delhi, by its Order No. L-12012/274/98/IR (B-II) dated 5-11-1999 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947, referred following dispute to this tribunal for adjudication under the schedule as follows :

**SCHEDULE**

(Ext. 1)

"Whether Shri Anil Kumar Sukhvasiya is a workman under section 2 (S) of the Industrial Disputes Act, 1947? If so, whether his employment in Indian Bank from 1-01-1990 and his termination from the services of the bank w.e.f. 27-09-1998 is legal and justified and to what relief the concern person is entitled to and from which date?"

(2) In support of subject matter referred in the reference, the second party workman filed a statement of claim (Ext. 5) with such pleading that the second party joined as driver in the Bank on 1-01-1990, but Bank was stating as personal driver of Assistant General Manager, while he was driving a car bearing No. G-J-1-4943 having owned by Bank. His services from the beginning, was permanent and independent in nature was doing works without guidance of anybody. His last salary was Rs.2000 per month. Timing for his services was from 9:00 AM to 9:00 PM. He was being paid Rs. 25 per day as overtime allowances for late working. He has worked more than 240 days every year but he has not been given any rights which are available to permanent employee which is violation of "Principle of Equal Pay for Equal Work". The second party workman was demanding the rights and the benefits under banking laws from the first party. He made representation before the Bank through lawyer by

representation dated 20-05-1998. Further case is that the Bank received the notice and called him on 27-05-1998 in the chamber and without giving any reason or doing any legal process orally terminated his service. Though he was remain present daily in the Bank. He was not taken back in services. Thereafter, a letter dated 29-05-1998 was written to the Bank requesting him for taking back in services. But the Bank has not taken him back in service. Then dispute was raised before the Labour Commissioner (Central) agitating the matter for taking back on the original post of driver with back wages etc. but the Bank did not pay any heed to take him back in service. Report on failure of conciliation resulted in referring the dispute by the appropriate government for adjudication by this tribunal. Further case is that after oral termination, the workman tried to get job in other places but he did not get any job and he is totally unemployed and if Bank reinstate him in services he is ready to join. In view of statement of claim, relief has been sought for his reinstatement in the services of Bank with back wages and other consequential reliefs.

The first party Bank filed written statement making dispute to the statement of claim of the workman and has pleaded interalia that no industrial dispute exist between Bank and the workman as contemplated under Section 2 (K) of the Industrial Disputes Act, 1947, there is no demand by the workman as contemplated under I.D. Act, and so the reference is not maintainable, even there is no deemed "Industrial Dispute under Section 2 (A) of ID Act", he was not master servant or employer and employees relation existing between Bank and workman Anil Sukhvasiya. It is the case put forward by the first party that Anil Kumar Sukhvasiya was only a personal driver of Regional Manager and as per decision of the Apex Court in employers in relation to Punjab National Bank, Gulam Dastagir, Anil Kumar Sukhvasiya cannot be considered as a employee of the Indian Bank, rather he was personal driver of Regional Manager and also as in case of M/s Singer Sewing Machine, C/o Company and P.O./Labour Court (iv) Khanpur and others reported in 1998-79 FLR 88, driver driving a car provided to Regional Manager cannot be considered as workman under Section 2 (S) of ID Act 1947, and so such a driver cannot claim reinstatement and back wages. Thus the first party bank in its written statement (Ext.8) has negatived all facts of the statement of claim made by the second party workman, also denying that workman Anil Kumar Sukhvasiya was engaged by Bank or that his work was of a permanent nature and that he is entitled for employment. Also denying as to timing of work of workman Anil Kumar Sukhvasiya from 9am to 9pm. Also denying that the first party Bank was paying any allowances. On the above grounds it has been contended that the workman Anil Kumar Sukhvasiya is not entitle to any relief sought for and so, the reference is fit to be dismissed.



(4) It may not be out of place to mention here that both parties the workman and the employer (Bank) lead evidence oral and documentary in this case and earlier an award was passed by the incharge P.O. Shri A.A. Lad on 30-4-2007, taking up only 3 issues for determination of the reference case (1) whether Anil Kumar Sukhvasiya is employee of the first party employee (2) whether he can be absorbed (3) what order? which was answered with reasoning to issue No. 1 no, issue No. 2 yes and issue No. 3 as per order below and thus, reference was partly allowed directing to the first party to absorb the second party Shri Anil Kumar Sukhvasiya from the date of order as its regular employee and denying as to the relief of back wages and other reliefs sought for by the workman and further with no order as to cost. On publication of the award and after receipt of the copy by the parties including the first party the management of Bank, a special civil application No. 29294 of 2007 before the Hon'ble High Court of Gujarat. Was filed which was finally decided by the Hon'ble Court by Judgment dated 21-06-2010 quashing and setting aside the award passed by this tribunal dated 30-4-2007 (Ext.45) and remanding back the case with direction to the CGITA, to decide a fresh reference CGITA No. 226/2004 in accordance with law after considering industrial dispute which has been referred for adjudication by appropriate government on 5-11-1999. The Hon'ble Court also directed to examine and decide industrial dispute on framing as many as 6 issues.

(5) In view of the direction of the Hon'ble Court contained in, the final order dated 21-06-2010, following issues have been framed for examination and determination in this reference case.

#### ISSUES

- (i) Whether the workman is satisfying definition of Section 2 (S) of ID Act 1947?
- (ii) Whether the termination of workman is legal and valid or not?
- (iii) Whether the termination of the workman is justified by first party or not and to what relief concern workman is entitled?
- (iv) Whether any relationship of employee and employer has been established between the workman Anil Kumar Sukhvasiya and the first party employer (Bank) or not?"
- (v) What policy was prevailing at the time when workman was working with Assistant General Manager as a driver, providing services benefits to Assistant General Manager by the Bank?
- (vi) Whether car allowances or salary of workman is to be paid by bank to Assistant General Manager or not and further whether salary

which was paid by Assistant General Manager has been reimbursed by 1st party to Assistant General Manager or not?

#### (6) ISSUE NO. I & IV

These issues are correlated so those are taken up together for consideration and determination.

(7) The workman Anil deposed in this case as W.W.1 vide Ext. 18. After remitting back of the case for fresh decision by the Hon'ble Court, the workman was further re-examined and then cross-examine by the first party Bank. Besides oral evidence, Ext 7/1 to 7/30 are the documents produced by the second party workman. Ext. 2/1 and 19/1 are other two documents produced by the workman (second party). On the other hand Ext. 8 is the written statement of first party Ext. 43 series are the vouchers regarding reimbursement claim by AGM of Bank. Ext. 36 is, the deposition of Management witness S.V. Naik the Bank AGM in support of the first party case denying the claim of the workman.

(8) As per oral evidence Ext. 18 the workman Anil claimed that he was serving as a driver from 01-1-1990 and used to drive a car belonging to the Bank used by AGM, and also claimed that he used to drive that car with 3 AGM's and lastly with AGM Mr. S.V. Naik. He also deposed that earlier he was being paid Rs. 850 per month and lastly he was paid at the rate of Rs. 2000 per month before his relieving by AGM Mr. Naik. He claimed that his monthly wages/salary was being paid by the Bank. Further said that the bank used to give him a form in which he used to sign and then the salary was given to him and said form was also signed by AGM claiming that he was not a personal driver of AGM, rather the AGM used to reimbursed the amount from Bank. He also claimed that for overtime work beyond 6 pm he was being paid Rs. 25 towards the late allowance, which was being included in his monthly salary. Further claiming that late allowances was paid by vouchers. He deposed that he was terminated by oral order on 20-8-1998, the workman also claiming that he worked for 240 days continuously in every calendar year from 1990 till 1998 prior to his termination. It has to be seen now, whether the workman Anil as per his claim in oral evidence that Bank appointed him, has been able to prove through the documents Ext. 7 series and Ext. 43 series (vouchers) whether he is satisfying definition of Section 2 (S) of the ID Act 1947, and whether he had been able to establish relationship of employer and employee in between Bank and him. Ext. 7/1 go to show the status of Anil (workman as a personal driver of AGM) likewise, Ext. 7/3 also proved the same status. Ext. 7/2 is a equity share of Rs. 100 purchased by the workman of the Bank jointly with his wife. This does not also go to connect that Anil was Bank employee. Anybody can purchase an equity share of Bank Ext. 7/4 is an application made by the workman Anil to Zonal Manager, Mumbai for his

absorption, in this application Anil categorically mention that he was a personal driver of AGM and requested for absorption in regular service in Bank. Ext. 7/5, 7/6, 7/8 also go to disclose the status of Anil as personal driver of AGM and not the employee Bank. Ext. 7/9 is an application of Anil submitted to Zonal Manager, Indian Bank, Bombay, in which again he disclosed his status as a personal driver of AGM. Ext. 7/7 is a letter of Assistant General Manager addressed to Zonal Manager of Indian Bank, on the subject of permanent post of sub staff or approved penal of temporary sub staff in this letter. The AGM also recognized the status of workman Anil as his personal driver only recommending that he could be appointed as a permanent sub staff accepting existing policy. Recommendation made by AGM does not go to connect either employer and employee relationship or coming to satisfy definition of Section 2 (S) of ID Act 1947. Ext. 7/10 is a forwarding letter of AGM dated 22-11-1995. On the subject of absorption of AGM's personal driver in Bank. Ext. 7/11 is a letter written by AGM to Central Office of Indian Bank, regarding reimbursement of personal driver wages. This does not also connect that second party Anil was satisfying definition of workman. Ext. 7/12 is report for publication in the Indian Bank Magazine regarding good act of Anil Sukhvasiya in averting Bank keys theft of and some kept in a beg cash. In this publication matter, again Anil has been shown as personal driver of AGM. Ext. 7/13 also disclosing the status of Anil as a personal driver for which he was being paid by the AGM from his personal pocket and thereafter, reimbursing the said amount paid to his personal driver from Bank and the AGM through 7/13 requested to permit him to pay Rs. 1750 as wages to personal driver of AGM's staff car driver. Ext. 7/14 is also on the subject of reimbursement of a personal driver's wages at Ahmedabad, name of Anil is also mention in the list of personal drivers driving car GG 1 4943 allotted to. AGM. Ext. 7/15 is also correspondence regarding reimbursement of a personal driver's wages at Ahmedabad. Ext. 7/16 is also on the same point regarding, reimbursement of personal driver's wages making comparison to the Major A cities and A cities informing that Ahmedabad is also coming in perview of Major A city. Ext. 7/17 is the copy of process note on the subject particulars of personal driver in the Bank branches. Ext. 7/18 is also regarding particular of personal driver in branches furnished by AGM on 6-8-1996 mentioning the name of Anil Sukhvasiya as a driver of AGM's car engaged since 1-1-1990, also mentioning in the bottom there is not specific sanction of the same, however, the drivers salary are paid as per CC/PRNL circular at declaration basis. Ex. 7/19 is a letter of AGM sent to Central Office of Indian Bank, on the subject Zonal Manager of Personal driver's salary. Ext. 7/20 is a letter of AGM addressed to Zonal Manager, Indian Bank, Mumbai, on the subject of appointing a reserve driver for our Ahmedabad currency chest informing that Anil Kumar Sukhvasiya personal driver of AGM since 1-1-1990 who is

ready candidate for the post of reserve driver of Ahmedabad currency chest, and AGM recommending his name for posting as reserve driver for Ahmedabad currency chest. This is only recommendation letter made by AGM, but on part of Bank Management there is no any letter to show that on any point of time Anil Sukhvasiya was considered appointed as reserve driver in case of the regular driver or the currier going on leave. Ext. 7/21 is the legal notice sent to the General Manager, Indian Bank original office, Navarangpura, Ahmedabad, on the subject for making Anil Kumar permanent employee and for paying allowances and benefits to him w.e.f. on 1-1-1990. Ext. 7/22 are the Xerox of the Postal Registration receipt. Ext. 7/24 is an application of Anil submitted to General Manager, Indian Bank on the subject of his illegal termination from the work of driver from 27-4-1997. Ext. 7/24, 7/25, 7/26, 7/27 are the Xerox copy of acknowledgement receipt having no relevancy in present context in determinating the issue. Ext. 7/29 is the complaint made to Assistant Commissioner (C) Ahmedabad of Anil Sukhvasiya on the subject of claiming for reinstatement with full back wages and continuity of services w.e.f. 29-5-1998. Ext. 7/30 is a letter, written by Chief Manager to the Assistant Commissioner (Central) dated 9-8-1998 informing that Mr. Sukhvasiya is personal driver of General Manager denying claim of Anil Sukhvasiya for regularization and stating that his such claim having no any basis. Ext. 2/1 is a letter of AGM addressed to Manager, Indian Bank, Navarangpura requesting for sending Rs. 5000 in cash after debited the account in IBGL accounts through carrier of letter Anil Kumar Sukhvasiya showing him as daftary. This does not also go to connect that Anil was employee of the Bank or his status comes under the category of definition of Section 2 (S) of the I.D. Act. Ext. 19/1 is a voucher of AGM declaring that he paid Rs. 1550 to the driver of office car name Anil H. Sukhvasiya and claiming for reimbursement, also mention about payment of Rs. 50 only to Anil Sukhvasiya for cleaning and washing car GJ1 4943. Further, there are 5 vouchers receipts. Ext. 43 series through which AGM claimed reimbursement of the amount paid to Anil driver of the office staff car and Anil also signed as to receiving amounts from S.V. Naik AGM being salary for the period. On examining Ext. 43 series no where it appears that the Bank (first party) directly paid any month's salary to the second party Anil Kumar Sukhvasiya rather go to show that the salary was paid by AGM from his pocket on monthly basis and was obtaining receipt from Anil and thereafter, filing up declaration form proforma of claiming reimbursement from the Bank and the Bank was compensating to the AGM for meeting the expenses of the staff driver/personal driver.

(9) On the other hand the first party through the deposition of AGM S.V. Naik. Ext. 36 and also through 5 vouchers produced denied claim of the second party in this case that Anil has had any relationship of employee



and employer with Bank. Management witness S.V. Naik deposed that he had appointed Mr. Anil Sikhvasiya as personal driver in his personal capacity and he was paying salary to Anil. In cross-examination he further said that for recruitment of a personal driver in Bank, there is no procedure of getting names from the employment exchange workman Anil W.W. 1 Anil in his further Examination In Chief deposed that his services were terminated by Mr. Naik AGM, in cross-examination he admitted that Bank has not given any appointment letter and he was getting salary on vouchers through AGM. Anil also admitted that he has not made any application to the Bank and his name was registered at employment exchange, and also claiming that the registration paper has been filed, but could not show any such paper filed by him in this case and then conceding there is no employment registration paper.

(10) It has been argued by the Learned Counsel for the second party that though no any appointment letter was issued from the Bank, but since Anil was driving a Bank's car, and thus the workman was doing job of a driver of a car allotted to AGM by the Bank and he was paid monthly salary which was being reimbursed by AGM through vouchers go to connect though not directly but impliedly the second party (Anil) was being paid wages by the Bank account that the services condition of Anil though not directly but impliedly was coming under the perview of a workman having his relationship as employee of the first party (employer). In support of his such argument the Learned Counsel for the second party has relied upon the case law of Bank of Baroda vs. Ghemabhai Harjibhai Rabari reported in 2005 (II) -LLJ Supreme Court page 475, claiming that in the given case law the workman was working as driver paid salary of Rs.1500 per month driving a car belonging to its executive officer. And he worked in that capacity from June 94 to 95 and salary paid to him was debited to the account of Bank in its book and so Hon'ble Supreme Court has upheld decision of Tribunal/Labour Judge as well as Single Judge and Division Bench of High Court. and found the said driver is workman of the Bank concurring to the award of his reinstatement in service with continuity and full back wages etc. It has been argued that the, Anil second party has worked as driver, since, 1-1-1990 and his work was continued during a span 3 AGM's and lasty in the tenure of Mr. S. V. Naik AGM who terminated him. It has been argued that the aforesaid case law is totally applicable in the instant case in grant of reliefs to the second party. On the other hand Mr. K.V. Gadhiya, Learned Counsel for the first party, argued that the aforesaid case law is distinguishable because in the facts of the aforesaid case law for some period, Bank had paid monthly salary to the driver and obtained signature regarding receipt of payment in the Bank's register maintained in the Bank. More so, as against these evidence the Bank in the given case law had not produced document nor lead any oral evidence and in

the circumstance the Hon'ble Appex Court has held that the driver is an employee of the Bank. Further, advancing the argument that the facts of the present case are different and there is no any proof that even for a single month first party Bank had ever paid monthly salary to Anil. Rather Anil's status was of a personal driver of AGM and was being paid monthly salary by AGM after obtaining proper receipt from him and thereafter on declaration regarding payment to Anil from his pocket, claiming reimbursement from the Bank towards his compensation as an executive officer entitle to have personal driver, and entitlement for reimbursement of payment made by him. It has also been argued that in the present case the Bank had produced same document by way of vouchers and others papers and also lead oral evidence of executive officer (M.W.I) S. V. Naik AGM deposing that he had engaged Anil as personal driver also deposing that during his tenure Anil left the service of personal driver. Thereafter he engaged another person as personal driver, the Management witness has stated that there is no relationship of master and servant nor privity of contents. There is no direct control over the personal driver of AGM by the Bank Mr. Gadhiya Learned Counsel has relied upon the judgment of Division Bench of Gujarat High Court in case of Halwad Nagar Pathak 2003 2GLH 397 wherein their lordship held that the appointment made without following legal procedure or statutory requirement or recruitment policy are illegal.

(11) On examination of entire oral and documentary evidence adduced on behalf of second party as well the first party and also considering pleadings of the parties I am of the view that no point of time, second party was appointed by the Bank (The first party), rather second party (Anil) was appointed by the AGM in his personal capacity keeping him as a personal driver though of the staff car of the Bank. Bank 1st party was not responsible to pay him salary at any point of time. Bank has had no supervision and control over him. The Second party namely Anil was not satisfying the definition of Section 2(S) of ID Act 1947, there was no relationship of employee and employer between Anil and the first party Bank. The case law relied Bank of Baroda V/s Ghemabhai Harjibhai Rabari (Supra) is not applicable to the facts and circumstance of the case, because first party Bank never paid salary to the second party. For the reasons set forth above, these two issues are decided against second party.

#### (12) ISSUE NO. V

From Ext. 7/18 which is regarding particular of personal driver in Bank branches which was furnished by AGM on 16-8-1996 at least this fact is proved that the second party Anil Sukhvasiya was engaged as personal driver at AGM's staff car since 1-1-1990, also mentioning in the bottom that there is no specific sanction for the same. However, drivers salary are paid as per CC/PRNL

circular at declaration basis. The evidence of the second party workman Ext. 18 is corroborated to this extent together with perusal of Ext. 7/18 that Anil was doing job of personal driver of AGM's car allotted by Bank. This is also established that Anil was driving the car as a personal driver of the 3 AGM's during the span of period until he is said to have been removed by the last AGM Mr. S.V.Naik. The status of second party Anil is established to this extent that he was the personal driver of the 3 AGM's of the car allotted by Bank and so, the second party had worked for 240 days in calendar year with, the AGM in the capacity of personal driver. Without having any relation directly or indirectly of employee and employer between second party and the first party Bank. It is also proved that the Bank have no disciplinary control over the second party being a personal driver of AGM's car and there was no privity of contract between the Bank and Anil. The first party has produced an order of the Govt. of India, Ministry of Finance dated 23-06-1997 issue to the Chief Executives of all public sector Banks regarding absorption of personal driver's engaged by the Executive of the Bank. As per the order of the Government the personal driver of Executive cannot be treated as employee of the Bank, that they are paid by their Executives out of the allowances granted by the Bank to the Executives and that there is no any relationship between personal driver and the Bank. So, there is no question of absorption of such personal driver in the Bank and the driver can be recruited only through regular recruitment penal. It has also been mentioned if prior to the Government's order however, in case in which appointment order have been already issue, may not be re-opened mentioning, this order will supercede all previous order in this regard. More so, as per admission of the second party in his evidence Ext. 18 he had not registered his name in the employment exchange and had not applied for his regularization by filing application attaching with the registration No. obtaining form the employment exchange for his regularization/absorption. More so, his status was being recognized all along by the AGM's as personal driver. Though the second party has an opportunity for suitably applying for the post of driver attaching with the employment exchange registration No. but that had not been done by the second party. According to the second party he was terminated from services of the personal driver of AGM on 27-5-1998 by the AGM S.V. Naik. Whereas according to S.V. Naik Management witness vide Ext. 36 denying such fact and stated that Anil Sukhvasiya himself left the job of personal driver and so, he had to appoint another men as a personal driver of the car allotted to him by the Bank. More so, even if it is accepted that second party Anil worked as personal driver prior to his alleged termination on 27-05-1998 by AGM, by that time the Government circular through Ministry of Finance dated 23-6-1997 had come into effect when earstwhile practice of absorption of personal driver of Executive was stopped forthwith. So, in such view of the

matter according to the policy prevailing second party workman even though working with AGM as driver was not entitle for his absorption by the first party Bank. On the contrary at that time the Government policy was prevailing that the Assistant General Manager used to keep a driver for the car allotted by the Bank to him and the Executive/AGM used to pay monthly salary to the personal driver and obtaining payment receipt on vouchers and thereafter, making declaration in the proforma, used to claim reimbursement of the amount from the Bank. So, the reimbursement by way of compensation to the Executive/AGM made by Bank towards personal driver cannot be said having any nexus that the Bank was paying salary to the second party Anil Sukhvasiya as per via-media through AGM's. This issue is decided accordingly in favour of the first party.

### (13) ISSUE NO. VI

As per findings made to issue No. 1, 4 and 5 in the foregoing, the car allowances or salary of workman Anil was not paid by Bank to the AGM, rather the Bank was compensating to the AGM by way of reimbursement through vouchers. From the perusal of the vouchers Ext. 43 series and 19/1, the Assistant General Manager was paying monthly salary to second party Anil being personal driver and was obtaining payment receipt on prescribed proforma of Bank and in term AGM making declaration in the proforma as to the payment of amount to his personal driver was being reimbursed by the Bank. So, this issue is answered accordingly that the car allowance or salary of workman Anil was not paid by Bank to AGM with whom, he was working as a personal driver rather AGM was paying salary to Anil from his pocket and on the basis of payment receipt was claiming reimbursement by way of compensation to the Executive made by Bank.

### (14) ISSNE No. II

In view of the findings given to issue No.1 and 4 in the foregoing that the workman Anil was not satisfying definition of Section 2 (S) of ID Act 1947, and there was no relation of employee and employer in between him and the first party. So, the question of legality and validity of termination of the second party Anil does not arise. This issue is answered accordingly.

### (15) ISSUE NO. III

It has already been held giving findings to issue No.1 and 4 that at no point of time Anil Sukhvasiya second party was engaged by the Bank as his status was of personal driver of AGM. He was engaged by AGM for driving the car and he was also paid by AGM and he was answerable to AGM only in all respects and that the first party Bank has had no any disciplinary control over him. Even if, it is presumed for the sake of argument that Anil

was removed from the services of driver of AGM's car, then it was in the personal capacity of AGM having no any connection that he had removed second party as per instruction of the first party Bank. In other words, it can not also be said that the first party Bank was pulling wire from behind, in removing second party Anil Sukhvasiya from the job of personal driver of AGM. However, conceding long tenure of job of driver though as personal driver of AGM right from 1-1-1990 up to his alleged disengagement or in other words removal by AGM, it was a case for consideration for paying a lumpsum amount to the second party for his such long tenure of work. So, in this case, the first party has to share liability of paying a lumpsum amount to the second party by way of compensation. After lapse of 12 years, it is not desirable for reinstatement of second party Anil Sukhvasiya to the post of the personal driver of AGM concerning the staff car allotted to AGM by Bank, because during that period much water has flown and the relationship of second party Anil Sukhvasiya with that of the first party Bank remain strained. Therefore, the second party is not entitled for his reinstatement to the post of personal driver of AGM/Executive. He is also not entitled for any back wages or for continuity in services. Instead he is only found entitled for lumpsum amount of Rs. 51,000 from the first party Bank which will meet grievances of the second party against the first party Bank.

In the result, an award is passed that Shri Anil Kumar Sukhvasiya is not a workman under Section 2 (S) of the ID Act 1947, so, there remains no question of legality and validity of his termination from the services of the Bank w.e.f. 27-5-1998, but considering the long service tenure of the workman as a personal driver, his grievances were not redressed by the first party by way of his absorption in the Bank services. He is found only entitled for lumpsum amount of Rs. 51,000 by way of compensation to be given by first party. First party is directed to pay the lumpsum amount to the second party.

This award will come into force one month after its publication in the official gazette.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 1 अप्रैल, 2011

क्र.आ. 1217.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बोम्बे मरकैन्टाइल कोऑपरेटिव बैंक लि. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 107/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-3-2011 को प्राप्त हुआ था।

[सं. एल-12012/45/1996-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 1st April, 2011

S.O. 1217.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 107/97 of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Bombay Merchantile Cooperative Bank Ltd. and their workman, received by the Central Government on 29-3-2011.

[No. L-12012/45/96-IR (B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/107/97

PRESIDING OFFICER : SHRI MOHD. SHAKIR HASAN

Mrs. Kiran J. Vajirani,

E-7/53, Ashoka Sansadari Colony,

Bhopal-6620 16

... Workman/Union

#### Versus

The Managing Director,

Bombay Merchantile Cooperative Bank Ltd.,

Mohd. Ali Road,

Bombay

... Management

#### AWARD

Passed on this 21st day of March, 2011

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/45/96-IR (B-I) dated 25-3-1997 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Managing Director, Bombay Merchantile Cooperative Bank Ltd. in terminating the services of Smt. Kiran J. Vazirani w.e.f. 30-4-95 is justified? If not, to what relief the workman is entitled?”

2. The case of the workman in short is that Smt. Kiran J. Vazirani was appointed as Computer Operator on 3-10-1994 on temporary basis in the Bank. She took training in Delhi. Thereafter she was transferred to Bhopal Branch of the cooperative Bank. She was terminated from the service on 30-4-1995 in violation of the retrenchment provision of the Industrial Dispute Act, 1947 (in short the Act, 1947). Shri Prashant Sodgil and G. M. Mustaque were appointed after her appointments. Shamina Azam, Shahzad Rahman, Jamshed Ali and Md. Israr were appointed with her but without fixing the seniority in accordance with Rule 77 of the Industrial Dispute Rules. She was retrenched without the principle of first come last

go. It is submitted that the management had violated the provision of the Act 1947 in her termination and therefore the reference be answered in her favour.

The management appeared and contested the reference by filing Written Statement. The case of the management, inter alia, is that she was appointed as Computer Operator on temporary basis or a fixed period of three months as per the terms and conditions of the appointment letter dated 3-10-94. On expiry of the fix period she was relieved. Again on here application, she was appointed as a clerk for a period of three months on temporary basis. Her service was extend upto 29-4-95. She was accordingly relieved after expiry of the period. It is stated that the provision of the Act, 1947 was not violated as she was appointed for fixed period and her period of service was not further renewed. On the above ground, she is not entitle to any relief.

4. Both parties filed terms of settlement supported by affidavits. It is submitted that the award be passed in terms of settlement.

5. Perused the terms of reference. Heard the parties. It appears that there is no illegality in the terms of settlements.

6. The terms of settlement are as follows—

I. "Mrs. Kiran Vazirani, workman entered into settlement with respondent herein on following terms-

1. That, I raised the present industrial dispute in the year 1997 challenging removal from service. In the said industrial dispute, I have claimed reinstatement with back wages.
2. That, at present I am doing my family business therefore I don't want to proceed ahead in the above captioned case. I hereby unconditionally forgo my claim as claimed in the statement of claim filed by me earlier in the present case.
3. That, I undertake that in future I will not raise any claim which had been raised by me in the present industrial dispute."

7. Considering the submission made above, the reference is answered.

8. In the result, the award is passed in terms of settlement without any order to costs.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 1 अप्रैल, 2011

क्र.आ. 1218.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. बी. सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद नं. 1 के पंचाट (संदर्भ संख्या 87/1990) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-4-2011 को प्राप्त हुआ था।

[सं. एल-20012/330/1989-आई आर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 1st April, 2011

S.O. 1218.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 87/1990) of the Central Government Industrial Tribunal-cum-Labour Court I, Dhanbad, as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. BCCL, and their workman, which was received by the Central Government on 1-4-2011.

[No. L-20012/330/1989-IR (C-I)]  
D. S. S. SRINIVASA RAO, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. I, DHANBAD

In the matter of a reference U/s. 10(1)(d)(2A) of I.D.  
Act.

Reference No. 87 of 1990

Parties: Employers in relation to the management of  
Basantimata Colliery of M/s. B.C.C. Ltd.

AND

Their Workmen

PRESENT : Shri H. M. SINGH, Presiding Officer

#### APPEARANCES :

For The Employers : Shri B.M. Prasad, Advocate.

For the Workman : None.

State : Jharkhand : Industry : Coal

dated the 17-3 2011

#### AWARD

By Order No. L-20012/330/1989-IR (Coal.) dated 18-4-90 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-sec. (2A) of I. D. Act, 1947,

referred the following dispute for adjudication to this Tribunal:

“Whether the demand of Bihar Colliery Kamgar Union (CITU) for re-instatement in service with full back wages of Smt. Chamoni Manjhian, OBE, Basantimata Colliery of M/s. Bharat Coking Coal Ltd., is justified? If not, to what relief the workman is entitled to?”

2. In this case both the parties have filed their respective written statements and rejoinders. But no documents were filed by both the parties in spite giving several adjournments. Thereafter the case fixed for adducing evidence by the workman on 15-6-2010. On that date though Shri B. M. Prasad, Advocate for management appeared but none appeared on behalf of the workman in spite of sending registered notice. Again the case was fixed on 13-8-2010 for adducing evidence by the workman as a last chance. When on 13-8-2010 none appeared on behalf of the workman the evidence of the workman was closed and the case was placed for adducing evidence by the management on 22-10-2010. But on that date also though the advocate, Shri B. M. Prasad, appeared for the management, none appeared on behalf of the workmen. It seems that neither the concerned workman nor the sponsoring union is interested to contest the case. This case is of the year 1990, so it is needless to keep this case pending further.

In such circumstances, I render a ‘no dispute’ award in the present case.

H. M. SINGH, Presiding Officer

नई दिल्ली, 1 अप्रैल 2011

का.आ. 1219.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद नं. 1 के पंचाट (संदर्भ संख्या 164/1990) को प्रकाशित करती है, जो केन्द्रीय सरकार को -4-2011 को प्राप्त हुआ था।

[सं. एल-20012/163/1989-आई आर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 1st April, 2011

S.O. 1219.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 164/1990) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad, as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. BCCL, and their

workman, which was received by the Central Government on 1-4-2011.

[No. L-20012/163/1989-IR (C-I)]  
D. S. S. SRINIVASA RAO, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference U/s. 10(1) (d) (2A) of I.D.  
Act.

Reference No. 164 of 1990

Parties: Employers in relation to the management of  
South Tisra Colliery of M/s. BCCL.

AND

Their Workmen

PRESENT: Shri H. M. SINGH, Presiding Officer

#### APPEARANCES:

For the Employers : Shri U. N. Lal, Advocate.

For the Workman : None.

State : Jharkhand : Industry : Coal

dated the 16-3 2011

#### AWARD

By Order No. L-20012/163/1989-IR (Coal.-I) dated 11-7-90 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-sec. (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

“Whether the action of the management of South Tisra Colliery, M/s. BCCL, in superannuating Shri Kishori Mohan Singh, w.e.f. 7-5-1986 is justified? If not, to what relief the workman is entitled?”

2. The case of the concerned workman is that he was appointed at Khas Kuya Colliery and at that time his date of birth was recorded in Form ‘B’ Register and Form ‘A’ of CMPF as 1932. He represented before the management several time stating therein that his date of birth was recorded in the statutory record of Kuya Colliery as 4-3-1932. The superintendent of Kuya Colliery by letter dated 25-2-1985 informed the suptd. of Tisra Colliery that the date of birth of the concerned workman was recorded in statutory register as 4-3-1932. In spite of the aforesaid fact, the management superannuated him w.e.f. 7-5-1986. An industrial dispute was raised before A.L.C. (C), Dhanbad which ended in failure resulting the present dispute. It has been stated that the action of the management of South Tisra Colliery in superannuating the concerned workman w.e.f. 7-5-1986 was illegal and unjustified.

It has been prayed that Hon'ble Tribunal be pleased to pass an award in favour of the workman.

3. The case of the management is that the concerned workman was working at Golden Jeenagora on 31-1-1973 and the above colliery got merged with South Tisra Colliery. He declared his date of birth as 4-1-1926 at the time of making entries of the particulars in Form 'B' Register maintained under the Mines Act, 1952. The same entries were made in the Identity Card Register and Identity Card. The Identity Card was issued to him. He continued in his employment till his superannuation on 4-1-1986 without raising any dispute before the management or ALC (C) regarding wrong declaration on wrong recording of his date of birth. After his superannuation, on the basis of his date of birth recorded as 4-3-1932 by Khas Kuya Colliery he claimed that he be allowed to work upto 1992. It has been submitted that the date of birth recorded in the statutory registers of the present management becomes conclusive proof of his age for determination of the date of superannuation. So, the action of the management in superannuating the concerned workman w.e.f. 7-5-1986 is justified and he is not entitled to get any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The management has produced MW-1, Subimal Banerjee, and proved Ext. M-1 in support of the management's case.

On behalf of the concerned workman nobody has been examined to show that it may be considered that he has been illegally superannuated by the management w.e.f. 7-5-1986. His date of birth cannot be considered unilaterally while in C.M.P.F. record in which the name of the concerned workman finds place and it supports the contention of the written statement of the management regarding date of birth of the concerned in which his date of birth finds 4-1-1926 at Sl. No. 41.

6. considering the above facts and circumstances it shows that the action of the management of South Tisra Colliery of M/s. BCCL in superannuating the concerned workman, Kishori Mohan Singh, w.e.f. 7-5-1986 is justified and the concerned workman is not entitled to any relief.

This is my Award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 1 अप्रैल, 2011

का.आ. 1220.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार

औद्योगिक अधिकरण/श्रम न्यायालय धनबाद नं. 2 के पंचाट (संदर्भ संख्या 57/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-4-2011 को प्राप्त हुआ था।

[सं. एल-20012/466/1996-आई आर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 1st April, 2011

S.O. 1220.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 57/1997) of the Central Government Industrial Tribunal-cum-Labour Court-II, Dhanbad, as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 1-4-2011.

[No. L-20012/466/1996-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT : Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section  
10(1) (d) of the I.D. Act, 1947

Reference No. 57 of 1997

PARTIES : Employers in relation to the management of  
Block-II Area of M/s. BCCL and their workmen.

#### APPEARANCES :

On behalf of the workman : Mr. B. N. Singh,  
Advocate.

On behalf of the employers : Mr. U. N. Lal,  
Advocate.

State : Jharkhand : Industry : Coal

dated, Dhanbad, the 24th March, 2011

#### AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/466/96-IR (C-I), dated, the 15th May, 1997.

#### SCHEDULE

"Whether the denial to regularise the workers (as per list enclosed) by the management of Block-II Area of M/s. BCCL, P. O. Nagarh, Dhanbad is justified? If not, to what relief are these workmen entitled?"



2. The case of the sponsoring union is that all these workmen (total 56 as per list enclosed with the schedule) have been performing the job of picking of shale/stone etc. breaking of lumpy coal which are of permanent and perennial nature even on deputation in all the Open Cast Projects of Nudkharkee, Block-II, and Jamunia, the Feeder brakers and K.K.C. Main Benedih siding since the year 1989 their engagement thereon by the Chief General Manager, Block II Area of M/s. BCCL, P.O. Nawagarh, Dhanbad despite its already prohibition by the Government of India, Ministry of Labour under the Contract Labour Act. Their jobs were regularly supervised by the Chief General Manager, Block II area for the satisfaction of their customers. They are working under direct control and supervision and to the satisfaction of the officials of the BCCL Management, so they completed more than 240 days in a year. When the Management sent all workmen concerned to the Vocational Training Centres for their training in the year 1995, they got it under the guidance of Group Training Officer of Barora Vocational Training Centre. The Sr. Personnel Officer of Benedih O.C.P. issued a letter No. 525/96 dated 10-8-1996 for preparation of the Form B Register in respect of the concerned workmen. The management used to take their attendance on Form IV A under the Payment of Wages Act, 1938. On their demand through their Union for the regularisation of their job, the management showed them as contractors' workers of the Contractor Pragati Carrier Pvt. Ltd. which has been assigned to the job of Coal Transportation, though they were issued their employment cards by the Contractor, and the job of shale picking is categorised as Cat. I worker in the Wage Board Recommendation. So the workmen are entitled to their regularisation in the services of the management. But the action of the management not regularising them and showing them as contract labour is illegal, unjustified, sham and camouflage with a view to deprive them of their legitimate right to wages and other benefits as per N.C.W.A. w.e.f. 1989.

2. Further pleaded in rejoinder on their behalf is that none of the workmen are outsider. Their Union Gramin Vikash Shramik Sangh bearing its Registration No. 2586/82 is a registered Trade Union affiliated to the Bharatiya Mazdoor Sangh, a recognised Trade Union, so it has a right to raise the industrial dispute. Moreover, the management has no power to engage a Contractor worker in prohibited category of job. The Industrial Tribunal can adjudicate the dispute of their regularisation.

3. Whereas, specifically denying the alleged facts of the workmen, the case of the management is that out of the 56 workmen as enlisted under Sl. No. 1 Nirmal Kumar to Sl. No. 56 Panchanand Rewani, some are workmen of the contractor M/s. Pragati Carrier Pvt. Ltd. and some outsiders seeking their employment. The Gramin Vikas Shramik Sangh as per its name itself is an organisation mainly, and

substantially concerned with villages development, not with the industrial dispute. It has neither support of general trade union nor recognition by the management nor these workmen as its members, so the Sangh has no right to raise an industrial dispute.

The management had awarded a contract to M/s. Pragati Carriers Pvt. Ltd. for transportation of coal from different coal dumps on the surface near the openings of the mines to the Railway siding for its despatch to different consumers through railway wagon. For it, the contractor requires not only many dumpers, trucks and other vehicles, but also the engagement of its own drivers, khalsis and pay loaders for loading coals into and unloading it from the dumpers, trucks etc. for transportation of coal from Coal depots to the railway side in process of the coal transportation. Besides that it also needs to engage the ordinary skilled workers known as shale pickers capable to identify and sort out shale, and, stones from coal stock, and such workmen are engaged for cleaning the vehicles, the surrounding and other miscellaneous job. The contractors also engage certain workers such as Munshies, Mechanics, Fitters, Welders for supervisory, and repair and maintenance work. On production of a valid licence by the aforesaid contractor, the management had awarded the contract for it, being empowered to do so for any kind of job in the Coal Industry until a Notification is issued by the Central Government Under Section 10 of the Contract Labour (Regulation & Abolition) Act, 1970 prohibiting it, but no such notification has been issued by the Central Government. Picking of shale and stone, breaking of lumpy coals etc. are incidental to the aforesaid transportation of coal, so the management was justified on awarding the contract to the aforesaid contractor. In the case of the Coal Industry, only the Central Government is the appropriate authority to notify for abolition of contract or any process of any industry.

Besides that, there is no such report or recommendation of the Expert Committee under the Central Government for abolition of contract system on such processes. As such the present reference is beyond the scope of adjudication. Admittedly since some of the concerned persons have been shown as contractor workers, they were issued employment cards by their employers i.e. the aforesaid contractor as per the provision of Contract Labour (Regulation & Abolition) Act, 1970 and the rules thereof. The Central Government through its authority has granted licence to the contractor for undertaking a contract for those job in Block II Area. In view of the dangers and hazards in course of the process of the coal transportation, it is the duty of the principal employer to ensure safe working place for the workers of the contractors, so the management advised the contractors to send the workers to the Vocational Training Centre for proper training on the safety aspect. As regards

the maintenance of Form B Register and other statutory documents, the Management is under legal obligation to ensure proper maintenance of records and payment of wages to the contractor-workers under the Minimum Wages Act as already instructed to the contractor by the management. As such the alleged workers are not entitled to any relief as prayed.

#### 4. FINDING WITH REASONS

In this case, in support of the claim, two witnesses namely, WW-1 Jai Prakash Narain Singh and WW-2 Arjun Kumar (workers Serial numbers 55 and perhaps Serial Number 20 respectively) on behalf of the sponsoring Union, and MW-1 Ajay Mukhopadhyaya, the Superintendent of Mines on behalf of the management have been examined.

On the scrutiny of the materials, both oral and documentary evidences as adduced on behalf of both the parties I find the following facts indisputable :—

- (i) that these workmen received wages through the contractor and the photo copies of the employment cards all dated 30-3-97 issued by the Contractor concerned (Sainik Coal Carrier Pvt. Ltd., Dhanbad—total 14 sheets marked as Ext. W-1 series. The aforesaid Contractor namely, Sainik Coal Carrier Pvt. Ltd. was granted work order dated 9-9-95 (Ext. W-2/5 as per the Licence dated 4-3-97 issued by the Licencing Authority the ALC(C) Dhanbad-II) (Ext. W-2/7). Besides that the Contractor namely, M/s. Pragati Carrier Pvt. Ltd. was also issued work orders dated 15-11-95, 13-11-93 Ext. M-3 and M-3/1 as per the Licence by the aforesaid Licencing Authority (Ext. M-2 after objection) and accordingly aforesaid Contractor, the later one was allotted the work of Coal Transportation as per the management's letter dated 15-7-1992. These workmen have neither have got any letter of their appointment nor any I.D. Card from the management. They have no paper to show the management issued them the instruments for taking up the work of Shale Picking.
- (ii) All the aforesaid employment cards all dated 30-3-97 (Ext. W-1 series) prove that the workmen had got their employment card/ Identity Card from the contractor Sainik Coal Carrier Pvt. Ltd. This Contractor namely, M/s. Sainik Coal Carrier Ltd. had got work order dated 9-9-1995 (Ext. W-2/5), and had also got a Licence dated 4th March, 1997 (Ext. W-2/7) as well as the letter to the Contractor (Ext. W-2/6 - its first page quite illegible yet its perusal relates to awarding of the work to the contractor as per its terms and conditions. Likewise other

Contractor M/s. Pragati Carrier Pvt. Ltd. had also got work orders dated 15-11-95 and 13-11-95 (Ext. M-3 and Ext. M-3/1) for the transportation, of the Coal from different sources of Block II Area to different places of Coal Despatches, Loading of wagons as per terms and conditions stipulated by the Director General (Re-settlement) letters as contained in the BCCL's letter dated 15-7-92 (Ext. M-3/2).

5. For the claim of their regularisation, WW-1 Jai Prakash Narain Singh (under Sl. No. 55 of the list of the schedule of order of reference) on behalf of other workmen and own self has stated that they have been working the job of crushing raw coal chunk and picking out shale in Block II Area at K.K. Seam main siding Benedih under the management since 1989, their work is supervised by the Loading Supervisor of the Company, as the Company supplies the instruments for the works and the management paid them wages through Counter though thereafter the management started paying wages through contractor, yet they worked continuously as Shale Picker of the management for more than 240 days in each calendar year and that they took their training to perform their aforesaid duty as per direction of the management but their request for their regularisation of their service was refused by the management. Similarly the deposition of WW-2 Arjun Kumar son of Chhatu Kumar (though such name unnamed yet under Sl. No. 20 bears the name Arjun Kumar son of Chhatu Kumar stated in the list) appears to be corroborative to that of the aforesaid MW-1. To him about fifty permanent workmen along with them also used to work on the siding and they were in Category-I and the workmen (these ones) used to draw wages at the rate of Rs. 64.71 P. per day as per minimum Wages Act, Jharkhand. But his denial to the existence of workmen as the employees of the contractor Sainik Coal Carrier Pvt. Ltd. itself stands disapproved by their documents I.D./Employment Cards (Ext. W-1 series). He has admitted to have possessed no paper to show the management had issued instruments for their aforesaid work. He has also stated to have signed the Attendance Register every day for their work which they have submitted it in original and their Attendance Register was endorsed by the Colliery Official. This fact itself goes unproved in lack of any documents produced or proved on behalf of the workmen in this case.

6. On the other hand MW-1 Ajay Mukhopadhyaya, the Superintendent of the Mines since 1994 at Block-II O.C.P. has crystal clearly stated that the workmen were actually the employees of Contractor Pragati Coal Carrier which was engaged by the management to carry coal from Coal dump of the Colliery to the railway siding by tippers and pay loaders. His testimony also discloses that the Contractor was also entrusted with the job of picking of shales and bands from quality coal at the time of its

transportation to the railway siding, and the pay loaders and tippers were to be operated by the operator of that Contractor but the management never provided any operator to drive the dumpers or trippers on behalf of the contractor for the aforesaid work rather it is the contractor who used to employ his own workman for picking up shales and bands from Coal dump before transportation of coal to the railway siding under the supervision of the contractors men and the contractor used to pay the wages to his workmen. The photo copies of the Notice of completion of contract work proved as the registration of the contractor since it bears the registration No. of contractor Pragati Carrier and the copy of the Licence dated 20-9-92 being illegible proved as Ext. m-1 and M-2 (both with objection) by the aforesaid management witness. In view of the admitted documents, namely Ext. W-2, Ext. W-2/1 and the work orders (Exts. W-2/2, W-2/3 and W-2/4 the averment of the aforesaid eitness of management (MW-1) stands proved that these workmen were the employees of the contractor of Sainik Coal Carrier Pvt. Ltd. as well as the Pragati Coal Carrier Ltd. at the relevant time. But they were not the employees of the management, the principal employer.

7. Further it is worthnoting that the photo copies of the alleged agreement between both the parties dated 8-9-2002 and the photo copy of the alleged agreement on the aforesaid Contractor Pragati Carrier Pvt. Ltd., paid letter dated 18-4-96 as Exts. W-3 and Ext. W-4 respectively as proved by WW-1 Jai Prakash Narayan Singh are related to the minutes of the meeting concerning the payment of wages by Contractor Sainik Coal Carrier Ltd. and other contractor as well as to the issue of non-payment of increased minimum wages laid down by the Government concerned do not in any way support the claim of the workman for their regularisation.

8. Shri B. N. Singh, the Ld. Advocate for the sponsoring union has laconically submitted that the management has failed to produce a list of outsiders out of the present workman, that the stress of the management is that the workmen were the employees of the contractor, but they are still serving since 1989 whereas Shri U. N. Lall, Ld. Advocate for the management has contended that in view of the aforesaid admitted facts of the workman having

no appointment letter issued to them by the management rather the employment cards issued to them by their contractors establish no relationship of employees and the principal employer in the instant case. Relying upon the authority : (2011) 1 Supreme Court Cases (L&S) 16 : (2011) 1 Supreme Court cases 635, General Manager, (OS), Bengal Nagpur Cotton Mills, Rajnandgaon: Appellant-versus-Bharat Lal and another Respondents, the Ld. Counsel for the management has submitted that in order to decide whether contract labour is the direct employee of principal employer, two well recognised tests are whether : (i) Principal employer pay salary instead of contractor and (ii) Principal employer controls the work and supervise the work of employees—merely because the officers of the principal employer gave some instructions to employee of contractor, that would not make him employee of the principal employer as held under para-10.

9. In view of the aforesaid findings, I find the contention of the Ld. Counsel for the sponsoring union appears to be not convincing and persuasive, being wide off the pleaded but unproved factum of the instant case, whereas in view of the contention of the Ld. Counsel for the management the aforesaid authority appears to serve as highly persuasive factor for deciding such case on the basis of the aforesaid two ingredients i.e. the payment of salary by the principal employer instead of contractor and the control and supervision of the employee's work by the principal employer. But in the instant case, the sponsoring union has failed to satisfy either of the aforesaid two tests for the regularisation of its workman either expressly or impliedly before this Tribunal, because no chit of paper either produced or proved on their behalf to show their continuous work for 240 days in a calendar year under the control and supervision of the management.

Under these circumstances, I hold that the denial to regularise the workers (as per list enclosed) by the management of Block II Area of M/s. BCCL, P.O. Nawagarh, Dhanbad is quite legal and justified. Therefore, no relief whatsoever these workman are entitled to.

KISHORI RAM, Presiding Officer

- |                     |                        |
|---------------------|------------------------|
| 1. Nirmal Kumhar    | S/o Lt. Haru Kumhar    |
| 2. Santosh Pandey   | S/o Baijnath Pandey    |
| 3. Lakhan Kumhar    | S/o Lt. Motilal Kumhar |
| 4. Harkh Lal Kumhar | S/o Jagamath Kumhar    |
| 5. Thakur Kumhar    | S/o Ratha Kumhar       |
| 6. Dhanu Kumhar     | S/o Raomu Kumhar       |
| 7. Hira Kumhar      | S/o Ahlad Kumhar       |
| 8. Samu Kumhar      | S/o Maga Ram Kumhar    |

Vill. Tolotand, P.O. Nawagarh, Dist. Dhanbad

-do-

-do-

-do-

-do-

-do-

-do-

-do-

9. Nandlal Chakrawarti	S/o Kalipad Chakrawarti	Vill. Tolotand, P.O. Nawagarh, Dist. Dhanbad
10. Haradhan Chakrawarti	S/o -do-	-do-
11. Shiv Narayan Kumhar	S/o Jagu Kumhar	-do-
12. Manu Kumhar	S/o Ranu Mukhar	-do-
13. Lakhan Kumhar	S/o Shibu Kumhar	-do-
14. Phunu Rajwar	S/o Bhiku Rajwar	-do-
15. Babulal Kumhar	S/o Joti Kumhar	-do-
16. Ram Sewak Nonia	S/o Ganpat Nonia	-do-
17. Bhaga Kumhar	S/o Akalu Kumhar	-do-
18. Chetlal Kumhar	S/o Jagu Kumhar	-do-
19. Murli Kumhar	S/o Prem Chand Kumhar	-do-
20. Arjan Kumhar	S/o Chutu Kumhar	-do-
21. Sudhir Kumhar	S/o Uday Kumhar	-do-
22. Sadanand Kumhar	S/o Guni Kumhar	-do-
23. Panalal Kumhar	S/o Akal Kumhar	-do-
24. Rakhilal Kumhar	S/o Bhushan Kumhar	-do-
25. Shankar Kumhar	S/o Darshan Kumhar	-do-
26. Krishna Prasad Gope	S/o Lakhan Gope	-do-
27. Kanhaiya Prasad Gope	S/o Lakhan Prasad Gope	-do-
28. Arun Kumhar	S/o Bhagirath Kumhar	-do-
29. Aganu Kumhar	S/o Raghu Kumhar	-do-
30. Ram Kumhar	S/o Shibu Kumhar	-do-
31. Dilip Kumar Rai	S/o Banwari Rai	-do-
32. Sarju Kumhar	S/o Ramu Kumhar	-do-
33. Rajan Kumhar	S/o Bholu Kumhar	-do-
34. Shahdeo Chouhan	S/o Shamlal Mohli	-do-
35. Ganesh Rawani	S/o Sri Tapsi Rawani	Vill. Mandra P.O. Nawagarh, Dist. Dhanbad
36. Raju Rawani	S/o Baij Nath Rawani	-do-
37. Suresh Pandey	S/o Ramdhani Pandey	-do-
38. Jhagaru Rawani	S/o Rijhu Rawani	-do-
39. Pardeep Rawani	S/o Jagan Rawani	-do-
40. Sainik Rawani	S/o Lachan Rawani	-do-
41. Krishna Rawani	S/o Gajan Rawani	-do-
42. Kishor Rawani	S/o Ram Prasad Rawani	-do-
43. Arjun Yadav	S/o Jawar Yadav	Vill. Phulwara, P.O. Nawagarh, Dist. Dhanbad
44. Pitambar Prasad Gope	S/o Lt. Jagannath Pd. Gope	-do-
45. Bhim Yadav	S/o Johar Yadav	-do-
46. Balram Giri	S/o Ambica Giri	Vill. Benedih, P.O. Nawagarh, Dist. Dhanbad
47. Neena Bali	W/o Sahdeo Rawani	-do-
48. Sudhir Kumhar	S/o Amirlal Kumhar	Vill. Dumra, P.O. Nawagarh, Dist. Dhanbad
49. Lakhi Rajwar	S/o Rupa Rajwar	-do-
50. Ganesh Shah	S/o Baleshwar Shah	Vill. Derbar, P.O. Hegra, Dist. Gaya
51. Naval Kumhar	S/o Lt. Jhaman Kumhar	Vill. Balliapur, P.O. Balliapur, Dist. Dhanbad
52. Panchu Mahato	S/o Lt. Jhagru Mahato	Vill. Jairamdih P.O. Nawagarh, Dist. Dhanbad
53. Yogendra Chouhan	S/o Teni Chouhan	Vill. Chhatarpur, P.O. Dist. Gaya,
54. Dayanand Mishra	S/o Lt. Rameshwar Mishra	Vill. Pinalgaria, P.O. Baghmala, Dist. Dhanbad
55. Jay Prakash Narayan Singh	S/o Lt. Ram Layak Singh	Vill. Nawagarh, P.O. Nawagarh (DHN)
56. Panchanand Rawani	S/o Chaman Rawani	Vill. Manjra, P.O. Nawagarh (Dhanbad)

नई दिल्ली, 5 अप्रैल, 2011

का. आ. 1221.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंडीगढ़ के पंचाट (संदर्भ संख्या 1/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-4-2011 को प्राप्त हुआ था।

[सं. एल-12012/8/2010-आई आर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 5th April, 2011

S. O. 1221.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.1/2010) of the Central Government Industrial Tribunal-cum-Labour Court -1, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workmen, received by the Central Government on 5-4-2011.

[No. L-12012/8/2010-IR (B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,  
PRESIDING OFFICER, CENTRAL GOVT.  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT-1, CHANDIGARH**

**Case I. D. No. 1/2010**

Sh. Sukhwinder Singh, 2015, Urban Vihar, Adjoining Urban Estate, Dugri, Ludhiana.

...Applicant

**Versus**

The Assistant General Manager (Operation), State Bank of India, Zonal Office (Punjab), Civil Lines, Ludhiana.

...Respondent

#### APPEARANCES:

For the Workman : Sh. T.C. Sharma

For the Management : Sh. S.K. Gupta

#### AWARD

(Passed on: -28-3-11)

Government of India, Ministry of Labour and Employment vide Notification No. L-12012/8/2010-IR (B-I) dated 30-4-2010 referred the following industrial dispute for adjudication to this Tribunal.

“Whether the action of the management of State Bank of India, Zonal Office (Punjab) Civil Lines,

Ludhiana in terminating the services of their workman Shri Sukhwinder Singh w.e.f. 11-6-2007, is legal and justified? If not, what relief he is entitled to?”

After receiving the reference, parties were informed. Parties appeared and filed their respective pleadings. The case of the workman in nutshell is that he was working as Senior Assistant with the State Bank of India. He was issued a charge-sheet for receiving Rs.15,00,000 from Shri Vinod Kumar, Resident of B-34/554/3, New Tagore Nagar, Ludhiana promising high rate of interest as compared to the bank and has issued three receipts of Rs.5,00,000 each to Sh. Vinod Kumar. The workman was charge-sheeted for his alleged act being prejudicial to the interest of the bank. As per the contention of the workman proper enquiry was not conducted. He was not afforded the opportunity of proper hearing. Principle of natural justice was violated. The evidence of witness Sh. Bodhraj was not considered properly by the Enquiry Officer.

Management appeared and opposed the claim of the workman by filing written statement. It was the contention of the management that all possible opportunity of being heard was given to the workman. The rules of principle of natural justice were complied with and after perusal of entire material on record, Enquiry Officer has submitted the report.

As per the provisions of Industrial Disputes Act, the issue of fairness of enquiry was adjudicated as the preliminary issue. This Tribunal after hearing both of the parties, particularly the workman in person, disposed off the issue of fairness of enquiry vide order dated 27-7-2010. In this order it was held by this Tribunal that a fair and proper enquiry was conducted and there had been no violation of any rules of principle of natural justice. Both of the parties were afforded the opportunity for adducing evidence on limited issues namely:-

1. Perversity if any in decision making of the Enquiry Officer and the Disciplinary Authority, and on
2. Quantum of punishment.

Both of the parties were afforded the opportunity for adducing evidence. Evidence was recorded. Parties were heard at length. The workman was charge-sheeted for running a parallel banking business by receiving fifteen lacs from the customer of the bank and consequently issued three receipts of five lacs each. A complaint was made by Sh. Vinod Kumar in whose name the receipt was issued and from whom the amount of rupees fifteen lacs was received. All the receipts are on record. The genuineness of receipts are not in question. The statement of Sh. Vinod Kumar was recorded by Enquiry Officer along with two other witnesses namely Sh. Avnish Grewal (PW2) and Sh. Bodhraj (PW3). Sh. Vinod Kumar has confirmed all the documents including three receipts, who signed the same as witness. He has also deposed before the Enquiry Officer and confirmed the issuance of receipts.

Hand-writing expert has also confirmed the issuing of receipts in the hand-writing of the workman. During the course of argument, it came to the notice of the Tribunal that genuineness of these receipts was not disputed. Accordingly, the Enquiry Officer has rightly trusted the evidence of complainant PW 1 Sh. Vinod Kumar and two other witnesses. The contention of the workman is that evidence of Sh. Bodhraj was not perused properly. It is the settled principle of evidence that entire evidence has to be perused before reaching to any conclusion. The Adjudicatory Authority should not draw any inference just on the basis of one sentence or one paragraph on the statement of any witness. The entire evidence of each witness should be perused and then on the basis of cumulating effect of the evidence, the adjudicatory body should draw the inference. The cumulative effect of both the evidence and the documentary evidence is that the workman has received Rs. 15,00,000 from Sh. Vinod Kumar returnable on payment with interest at the rate of 18 per cent per annum. In all the receipts it is mentioned that it was received for renovation of the house and other domestic need. But the workman failed to prove the renovation of house and other domestic need for which this amount was borrowed. Moreover, when this amount was not returned, the complainant also lodged a criminal complaint against the workman which was also in disrepute to the business of bank.

It is true that hand-writing expert was not cross-examined but that will not affect the enquiry proceedings because the act of workman is proved on the basis of the evidence otherwise than the expert. The workman has tried to challenge the very transactions of 15 lac rupees. The complainant Sh. Vinod Kumar, PW1 has shown the circumstances which are believable in this Tribunal that he withdraw the amount of Rs. 15 lac on three occasions from his account. He has also produced another document relating to the Income Tax Department to prove the transaction. Considering all the documents and the oral evidence, I am of the view that there is no doubt before this Tribunal to hold that a transaction took place between the workman and the complainant Sh. Vinod Kumar regarding Rs. 15 lacs returnable on demand at the interest of 18 per cent, higher interest than charged by the bank. The Enquiry Officer has rightly given the report that the act of workman was prejudicial to the interest of bank. Bank is a financial institution where integrity, dignity and discipline of higher standard is required. If it lacks, the person is bound to lose the trust of the bank and ultimately of the public. Thus, there is no doubt that act of workman was prejudicial to the interest of the bank. It is true that one can incur a loan from private person as well but that should have the nexus with its objectivity. As stated earlier the workman utterly failed to prove the nexus of taking loan of Rs. 15,000 with its objectivity. Accordingly, there is no perversity in decision making of the Enquiry Officer.

So far as the punishment part is concerned, the Disciplinary Authority has rightly terminated the services of the workman which in my view is proportionate to the committed misconduct. This Tribunal cannot act as the court of appeal against the order of Disciplinary Authority awarding punishment. Under Section 11-A of the Industrial Disputes Act, limited powers are vested in the Tribunal to interfere and change/substitute the punishment awarded by the Disciplinary Authority. This jurisdiction can only be exercised for preventing the miscarriage of justice under exceptional circumstances. The act of workman seems to be the deliberate one which is certainly a prejudicial to the interest of the bank and does not fall within exceptional circumstance. Accordingly, there is no occasion for this Tribunal to interfere in the punishment awarded to the workman.

The industrial dispute is accordingly answered. Let Central Govt. be approached for publication of award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2011

का.आ. 1222.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 मई, 2011 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध मध्य प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे अर्थात् :—

क्रम सं.	राजस्व ग्राम का नाम	तहसील	जिला
1.	जमुनिया कला	नीमच	नीमच

[संख्या: एस-38013/28/2011-एस.एस.1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 6th April, 2011

S.O. 1222.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st May, 2011 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section(1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Madhya Pradesh namely:—

Sr. No.	Name of Revenue Village	Tehsil	District
1.	Jamuniyakala	Neemuch	Neemuch

[No. S-38013/28/2011-S.S.1]

S. D. XAVIER, Under Secy.



नई दिल्ली, 6 अप्रैल, 2011

का.आ. 1223.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 मई, 2011 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध मध्य प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

क्रम सं.	ग्राम का नाम	तहसील	जिला
1.	लसुडिया मोरी	इन्दौर	इन्दौर
2.	निपानिया गांव	इन्दौर	इन्दौर

[संख्या एस-38013/33/2011-एस.एस.1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 6th April, 2011

S.O. 1223.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st May, 2011 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Madhya Pradesh namely :—

Sr. No.	Name of Revenue Village	Tehsil	Name of District
1.	Lasudia Mori	Indore	Indore
2.	Nipania Gaon	Indore	Indore

[No. S-38013/33/2011-S.S.1]

S. D. XAVIER, Under Secy.

नई दिल्ली, 6 अप्रैल, 2011

का.आ. 1224.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 मई, 2011 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध मध्य प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

क्रम सं.	ग्राम का नाम	तहसील	जिला
1.	दुर्गापुरा	देवास	देवास
2.	शंकरगढ़	देवास	देवास
3.	विलावली	देवास	देवास
4.	खटाम्बा	देवास	देवास
5.	सिया	देवास	देवास

[संख्या एस-38013/32/2011-एस.एस.1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 6th April, 2011

S.O. 1224.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st May, 2011 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Madhya Pradesh namely :—

Sr. No.	Name of Revenue Village	Tehsil	Name of District
1.	Durgapura	Dewas	Dewas
2.	Shankargarh	Dewas	Dewas
3.	Bilawali	Dewas	Dewas
4.	Khatamba	Dewas	Dewas
5.	Siya	Dewas	Dewas

[No. S-38013/32/2011-S.S.1]

S. D. XAVIER, Under Secy.

नई दिल्ली, 6 अप्रैल, 2011

का.आ. 1225.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 मई, 2011 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध मध्य प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

क्रम सं.	ग्राम का नाम	तहसील	जिला
1.	जग्गाखेडी	मन्दसौर	मन्दसौर
2.	सोधनी	मन्दसौर	मन्दसौर

[संख्या एस-38013/31/2011-एस.एस.1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 6th April, 2011

**S.O. 1225.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st May, 2011 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Madhya Pradesh namely :—

Sr. No.	Name of Revenue Village	Tehsil	Name of District
1.	Jagga Khedi	Mandsaur	Mandsaur
2.	Sondhani	Mandsaur	Mandsaur

[No. S-38013/31/2011-S.S.1]

S. D. XAVIER, Under Secy.

नई दिल्ली, 6 अप्रैल, 2011

**का.आ. 1226.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 मई, 2011 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध मध्य प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

क्रम सं.	ग्राम का नाम	तहसील	जिला
1.	खजुरी खुर्द	हुजुर	भोपाल
2.	धोनी आदमपुर	हुजुर	भोपाल
3.	मिसरोद	हुजुर	भोपाल
4.	भैरोंपुर	हुजुर	भोपाल
5.	रतनपुर सडक	हुजुर	भोपाल
6.	समर धाकलियासोल	हुजुर	भोपाल
7.	हलालपुर	हुजुर	भोपाल

[संख्या एस-38013/30/2011-एस.एस.1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 6th April, 2011

**S.O. 1226.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st May, 2011 as the date on which the provisions of Chapter IV (except Sections 44 and 45

which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Madhya Pradesh namely :—

Sr. No.	Name of Revenue Village	Tehsil	Name of District
1.	Khajuri Khurd	Hujur	Bhopal
2.	Dhoni Adampur	Hujur	Bhopal
3.	Misrod	Hujur	Bhopal
4.	Bhairopur	Hujur	Bhopal
5.	Ratanpur Sadak	Hujur	Bhopal
6.	Samardhakila Sole	Hujur	Bhopal
7.	Halalpur	Hujur	Bhopal

[No. S-38013/30/2011-S.S.1]

S. D. XAVIER, Under Secy.

नई दिल्ली, 6 अप्रैल, 2011

**का.आ. 1227.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 मई, 2011 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध मध्य प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :-

क्रम सं.	ग्राम का नाम	तहसील	जिला
1.	चन्दुखेड़ी	उज्जैन	उज्जैन
2.	राईपुरा	बुरहानपुर	बुरहानपुर
3.	ग्राम मोहम्मदपुरा	बुरहानपुर	बुरहानपुर

[संख्या एस-38013/29/2011-एस.एस.1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 6th April, 2011

**S.O. 1227.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st May, 2011 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Madhya Pradesh namely :—

Sr No.	Name of Revenue Village	Tehsil	Name of District
1.	Chandukhedi	Ujjain	Ujjain
2.	Raipura	Burhanpur	Burhanpur
3.	Gram Mohammedpura	Burhanpur	Burhanpur

[No. S-38013/29/2011-S.S.I]

S. D. XAVIER, Under Secy.

नई दिल्ली, 6 अप्रैल, 2011

का.आ. 1228.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 मई, 2011 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध मध्य प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

क्रम सं.	राजस्व ग्राम का नाम	तहसील	जिला
1.	कैमा उन्मूलन	रघुराज नगर	सतना
2.	बिरौली	रघुराज नगर	सतना
3.	पिपरोध	कटनी	कटनी
4.	जरवाही	कटनी	कटनी
5.	पडुआ	कटनी	कटनी

[सं. एस-38013/27/2011-एसएस-1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 6th April, 2011

S.O. 1228.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st May, 2011 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Madhya Pradesh namely :—

Sr. No.	Name of Revenue Village	Tehsil	Name of District
(1)	(2)	(3)	(4)
1.	Kaima Unmulan	Raghuraj Nagar	Satna

(1)	(2)	(3)	(4)
2.	Biroli	Raghuraj Nagar	Satna
3.	Piproudth	Katni	Katni
4.	Jarwahi	Katni	Katni
5.	Padua	Katni	Katni

[No. S-38013/27/2011-SS-I]

S. D. XAVIER, Under Secy.

नई दिल्ली, 6 अप्रैल, 2011

का.आ. 1229.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कोसी क्षेत्रीय ग्रामीण बैंक प्रबंधन के संबंध नियोजकों और कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद के पंचाट (संदर्भ संख्या 35/1993) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-04-2011 को प्राप्त हुआ था।

[सं. एल-12012/11/93-आईआर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 6th April, 2011

S.O. 1229.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 35/1993) of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kosi Kshetriya Gramin Bank and their workman, received by the Central Government on 5-4-2011.

[No. L-12012/11/93-IR(B-I)]

RAMESH SINGH, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT : Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section 10(I)  
(d) of the I.D. Act, 1947

Reference No. 35 of 1993

Parties : Employers in relation to the management of Koshi Kshetriya Gramin Bank and their workman.

## APPEARANCES :

On behalf of the Workman : Mr. S. N. Goswami,  
Advocate.

On behalf of the employers : Mr. Samiran Pal,  
Advocate.

State : Jharkhand Industry : Banking

Dated, Dhanbad, the 24th March, 2011

### AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1) (d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12012/11/93-IR(B-I), dated, the 20/21-4-93.

### SCHEDULE

"Whether the action of the management of Koshi Kshetriya Gramin Bank in terminating the services of Shri Narendra Kumar Singh is legal and justified? If not, to what relief the workman is entitled to and from which date?"

2. The case of workman Narendra Kumar Singh as sponsored by the Union concerned is that on 23-9-83 he joined as Messenger-cum-Sweeper-cum-Waterman (M.S.W) in Koshi Kshetriya Gramin Bank at Rs. 6.50 later on enhanced to Rs. 10/- per day which was paid through vouchers below the minimum wage scale of a regular subordinate staff. He used to attend his full day work from 10 A.M. to 5.30 P.M. He was orally appointed against a permanent post at the written advice duly under the signature of the Chairman of the Bank, Head Office. he was continuously performing his duties at Shankarpur Branch of the Bank since his joining, optimistically for his regularisation or permanently absorption in the Bank service in due course. Once one three days sanctioned leave from 14th to 16th November, 1985, he went to his native place Behta (Saharsa) on the former day to see his seriously ailing mother, for whose proper and continuous treatment as instructions of the Physician, he had to overstay there for his looking after as only son. He extended his leave for 10 and 15 days through his under Certificate posting applications dt. 16th and 26th November, 1985 then to 5th January, 1986 by application dated 14-12-85 respectively to the Bank Manager due to the compelling circumstances of her prolonged illness. When he returned to duty on 6-1-1986 the Branch Manager did not allow him to join it, saying him already terminated from his service by replacing him with another person Sadanand Choudhary. Though the workman during the tenure of employment had put in more than two years continuous service 240 days per year at the Bank Branch from 23-9-1983 to 13-4-1985, yet the Bank management orally terminated his service without any reason and a notice, notice pay and retrenchment compensation.

Further case of the workman is that though he immediately several representations dated 7th January, 6th March, 1986, 19th September, 1987, 8th February, 4th July,

1988, 9th January, 21st December, 1989, 5th January, 1999, 26th August, 1991 and 20th May, 1992 through registered, certificate of posting to the Bank Management, the Management did not respond to it for his reinstatement. Even the conciliation in an industrial dispute before the Assistant Labour Commissioner (Central), Patna, despite the best effect of the authority failed for the adamant attitude of the management. Further pleaded on behalf of the workman is that after his termination, the management without a registered notice to him appointed many afresh hands namely, all Shri Nevi Das, Jagiwan Ram, P.C. Lal, R. K. Asthama and Ravinder Pd. Shaw for the branches of Ekamba Angarhat, Purnea, Kabar and Ekma respectively without giving opportunity to him for re-employment. Orally terminating his service on 6-1-1986 is retrenchment without assigning any reason or notice in violation of Section 25F of the Industrial Dispute Act, 1947, and also under Section 25H of the Act as well as Rule 77 of the Industrial Disputes (Central) Rules, 1957, a mandatory obligation of the management to maintain seniority list of the workman to display the same on the notice Board conspicuously at least seven days before the date of the actual retrenchment. The management also violated the Rule 78 of the aforesaid I.D. Rules as well as equality clause of the constitution. The action of the management terminating the service of the workman during his leave period was retrospective as well as against the principle of "audi alteram partem" and violative of the Article 14 and 16 of the Constitution. As such the action of the management in terminating the workman is alleged to be malicious and malafide, colourable exercise of power to deny the claim of the workman for regularisation/absorption in the Bank's service permanently, to which he is entitled.

The workman pleaded in his rejoinder that he was though initially appointed as a Casual worker yet had acquired the status of permanent worker. Since he was not a piece rated worker, the question of pro-rata payment does not arise. He had gone home after taking authorised leave on the ground of his mother's illness. The duration from absence from his duty for two months only, though he was assured by the management orally for his reinstatement, yet practically he was not reinstated. The indifferent attitude of the management was the main cause of delay.

3. On the other hand, the case of the management is that the casual mazdoor was engaged accordingly for cleaning and sweeping for three hours work per day on pro-rata basis, and he was paid every day or once in a week. The concerned casual mazdoor discontinued to work, and was unauthorisedly not available since 14-11-1985, since then he voluntarily abandoned his work, and after lapse of about eight years, he came forward with a claim. He remained somewhere for the aforesaid period. The matter being non-existence of industrial dispute has become stale, so he cannot get any relief on account of such latches. He was casually engaged in exigency, so he cannot be equated

with the regular worker, and accordingly there is no possibility of casual mazdoor working as Sweeper on pro-rata basis to be regularised, as he was working for three hours a day and for the rest hours he worked as a Mazdoor of other places. A casual worker is neither required to apply for leave nor to have any occasion for extension of any leave. Since he was not available, some other casual mazdoor was engaged accordingly for cleaning. The aforesaid persons as named by the workman in his pleading are engaged in different Branches since before and they have no concern with the disengagement or voluntary abandonment of job by the workman with effect from 14-11-85 at Sankarpur Branch. There is neither any seniority list maintained concerning the casual worker/Mazdoor working on pro-rata basis nor any rule to give notice under the circumstances to a Casual Mazdoor for re-employment. No vacancy arose for the post of Sweeper-cum-Cleaner. Moreover, there are restrictions imposed by the Central Bank of India, the sponsoring one against fresh recruitment of staff in the Regional Rural Bank in order to check losses under the changed circumstances in the light of new dimensions and re-structuring of RRBS. All the allegations made in the W. S. of the working having specifically denied.

#### 4. FINDING WITH REASONS

On the perusal of the case record, I find that the facts admitted as are under :—

- (i) The workman had worked on daily wages, and
- (ii) He has no appointment letter nor any documents as a proof for his working hour from 10.00 A.M. to 5.30 P.M., his sanction leave, nor any A.D. of his alleged registered letters sent to the management not for calling for his original applications.

5. In the instant case, as per testimony of WW-1 Narendra Kumar Singh, the workman himself, he claims to have been working as Messenger-cum-Water Boy from 23-9-83 to 13-11-85 between 10.00 A.M. to 5.30 P.M. continuously. He worked for 288 days in a year and for total 603 days. After taking three days leave from 14th to 16th Nov., 1985, he had gone home, but due to the illness of his mother, he sent the Branch Manager three applications (the carbon copies thereof as Ext. W-1 series) through the Under Certificate of Postings (Ext. W-2 series with objection) for the extension of leave, in addition to his two petitions (Carbon copies as Ext. W-3 series to the President, Koshi Regional Gramin Bank, Head Office Purnea) through Registered post (Registered Receipts (Ext. W-2/3-5 series) respectively. He has formally proved the Certificates (Ext. W-4 and W-4/1) (with objection) issued by Shri Sanjeev Kumar Sinha, and Shambhu Kumar Dubey, the Branch Manager under their signature respectively. He was paid Rs. 10 per day. When he went to join on 6-1-86

after his leave, he was not allowed to join and he was orally terminated without any notice or chargesheet.

6. Whereas as per averment of MW-1 B. K. Singh, the Senior Manager, the workman used to serve as Sweeper etc. in the Bank occasionally @ 10 per three hours payable through vouchers at the Shankarpur Branch when he was available. But he was not available for such service from 14-11-85 and after remaining absent for eight years continuously, he raised the present dispute. According to him, the casual workers of the Bank on pro-rata basis are not entitled to be regularised. The consent of the Central Bank of India, the sponsoring Bank of the Koshi Kshetriya Gramin Bank is required to regularise any particular employee of the Bank, so the demand of the workman for regularisation was not justified. Moreover, the Bank has its standing orders, other than the Model Standing Order. The Standing Order of the Bank contains the definition of permanent workers and not of other categories of workers. No approval is necessary for engagement of such type of outsider by the Branch Manager of a particular Bank. There is no provision for granting leave to the casual worker. Since the workman was never appointed not ever discharged, so the question of his rendering service for 240 days in the Branch does not arise, and the attendance of the workman was never recorded. So the claim of the workman for regularisation has been denied by the witness.

7. The perusal of the ordersheet dated 20-8-2001 of this case transpires that the documents i.e. duly attested copies of the vouchers with relevant dates between 24-9-83 and 9-11-85 casually along with its list were marked as Ext. M-2 series and M-1 respectively for the management. These vouchers undisputedly prove the payment of wages to the workman for his casual work based on pro-rata. In the present case, the formal proof of the two certificates dated 18-9-87 and 13-11-89 (Ext. W-4 series) alleged to have been issued by the Branch Manager concerned in favour of the workman cannot entitle him to regularisation for his casual work, because it has not been either properly substantiated, also because the workman has failed to establish the continuity in his service as a casual worker for 240 days in any calendar year through any documentary piece of evidence.

8. In the light of the aforesaid finding, I find that in the instant case there is no appointment as per the rules. So there cannot be legal relationship of Master and servant between the workman and the management so as to apply to or fall under the provision of Section 25F as claimed by the workman who was a pro-rata casual worker. Considering aforesaid facts, I find and hold that the action of the management of Koshi Kshetra Gramin Bank in terminating the service of workman Narendra Kumar Singh is legal and justified. So he is not entitled to any relief.

KISHORI RAM, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2011

का.आ. 1230.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेन्ट्रल एल आर एस आई टी ए डी. एवं के प्रबंधन के संबद्ध नियोजकों और कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 58/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-4-2011 को प्राप्त हुआ था।

[सं. एल-42012/233/2003-आई आर(सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th April, 2011

S.O. 1230.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 58/2004) of the Central Government Industrial Tribunal-cum-Labour Court-1, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LRSITAD and their workman, which was received by the Central Government on 6-4-2011.

[No. L-42012/233/2003-IR(CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

#### ANNEXURE

**BEFORE DR. R. K. YADAV; PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
NO. 1, KARKARDOOMA COURTS COMPLEX, DELHI**

**I.D. NO. 58/2004**

The General Secretary,  
Hospital Karamchari Panchayat (Regd.),  
Lala Ram Sarup Institute of Tuberculosis & Allied  
Diseases, Sir Aurobindo Marg,  
New Delhi-110030

... Workmen

#### Versus

The Director,  
LRSITAD (Lala Ram Sarup Institute  
of Tuberculosis And Allied Diseases)  
Sir Aurobindo Marg, New Delhi

... Management

#### AWARD

Lala Ram Sarup Institute of Tuberculosis and Respiratory Disease (hereinafter referred to as the Institute) functions under Ministry of Health, Government of India, New Delhi. The Institute gets grant in aid from the Government of India. It is being run by a governing body, which is headed by the Secretary (Health), Government of India, New Delhi. Standing Finance Committee of the Institute is headed by Additional Secretary, Health, Government of India, New Delhi. The Institute not only gives treatment to patients but also undertakes research in

area of its operation. Besides getting services of Officers and supporting staff, the Institute engages casual employees, in case of exigencies.

2. The Institute engaged Rakesh and Mukesh, in 1994, Joginder in 1996, and Ravinder and Nikhlesh in 1997. Hotam Chand was also engaged by the Institute. The aforesaid persons were engaged as ward boys in various departments of the Institute. Services of aforesaid persons were dispensed with on 16-1-1999 while Joginder was made to go on 9-3-1999. They raised an industrial dispute before the Conciliation Officer, Government of NCT, Delhi, who entered into conciliation proceedings. During course of conciliation proceedings, claimants came to know that appropriate Government for the dispute was not the Government of N.C.T., Delhi. They abandoned conciliation proceedings and approached Central Administrative Tribunal (hereinafter referred to as the CAT) for redressal of their grievances. During course of adjudication proceeding, they learnt that the CAT had no jurisdiction to entertain their application. One of the claimants filed a writ petition before High Court of Delhi, which was disposed of with a liberty to the petitioner to approach authorities under Industrial Disputes Act, 1947 (hereinafter referred to as the Act). L.P.A. No.364/2000 also came to be disposed of.

3. Ultimately claimants raised an industrial dispute before the Conciliation Officer (Central), who entered into conciliation proceedings. The Institute pleaded that it was not an industry within the meaning of clause (j) of Section 2 of the Act. Conciliation proceedings resulted into a failure. Conciliation Officer submitted his failure report to the appropriate Government, as contemplated by sub-section (4) of Section 12 of the Act. On consideration of failure report appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-42012/233/2003-IR(CM-II), New Delhi dated 29-7-2004, with following terms of reference.

“Whether the action of the management of Lala Ram Sarup Institute of Tuberculosis and Allied Diseases, Sir Aurobindo Marg, New Delhi, in terminating the services of S/Shri Rakesh, Mukesh, Ravinder, Hotam Chand, Nikhlesh and Joginder, all Ex-Ward boys (daily wage) w.e.f. 16-6-1999 is legal and justified? If not, to what relief are the workmen entitled and from which date?”

4. Subsequently, a corrigendum was issued on 6th of June, 2005 which substituted terms of reference in following manner:

“Whether the action of the management of Lala Ram Sarup Institute of Tuberculosis and Allied Diseases, Sir Aurobindo Marg, New Delhi, in terminating the services of S/Shri Rakesh, Mukesh, Ravinder, Hotam Chand and Nikhlesh, all Ex Ward-boys (daily wage), w.e.f. 16-1-1999 and Shri Joginder, Ex-Ward Boy (daily



wager) w.e.f. 9-3-1999 is legal and justified? If not, to what relief are the workmen entitled and from which date?"

5. Claim statement was filed pleading therein that the Institute engaged Rakesh and Mukesh on 16-4-94, Joginder on 18th of May, 96 and Ravinder and Nikhlesh on 1st of April, 1997. They were employed as ward boys. They rendered more than 240 days continuous service in each year preceding 12 months from the date when their services were dispensed with in an illegal manner. Services of Rakesh, Mukesh, Ravinder and Nikhlesh were retrenched on 16th January, 1997 while services of Joginder were terminated on 9-3-1999. At the time of termination of their services no retrenchment compensation was paid. Their services were done away while their juniors were retained in service by the Institute. Thus action of the Institute in terminating their services is arbitrary, illegal, null and void. They are unemployed since date of termination of their services, as they could not secure alternative employment, despite their best efforts. They claim reinstatement in service with continuity and full back wages, besides cost of litigation.

6. Hotam Chand opted not to file claim statement for redressal of his grievances.

7. The Institute demurred the claim pleading that it offers free treatment to patients, besides undertaking research work. No activity such as business or trade is being undertaken by it. The Institute functions under Ministry of Health, Government of India, New Delhi, which provides 95% of its budget by way of grant in aid. The Institute is being run by a governing body which is chaired by the Secretary Health, Government of India, New Delhi. Hence the Institute cannot be termed as an industry within the meaning of clause (j) of Section 2 of the Act. However, it has not been disputed that the claimants were engaged by the Institute on a daily rate basis in case of exigencies. It has been pleaded that services of the claimants were utilized in case of need. The Institute disputes that the claimants were engaged on 16-4-94, 18-5-96 and 1st of April, 97, as claimed by them. It has also been disputed that they rendered continuous service without any break. Denial has been made to the fact that the claimants were performing duties of ward-boys to entire satisfaction of the authorities. The Institute projects that there were several complaints against them and their services were not satisfactory. They never completed 240 days continuous service as claimed by them. According to the Institute, when services of the claimants were not required, they were disengaged. Since they were not regular employees, there was no requirement for payment of retrenchment compensation. It has been claimed that cause projected by the claimants is liable to be dismissed, being devoid of merits.

8. Claimants opted to abandon proceedings w.e.f. 6-2-2008, the date when the Tribunal was without a Presiding Officer. Till April, 2009 none appeared on behalf

of the claimants. Notices were sent to them to come and join adjudication proceedings on 17-6-2009, 29-8-2009, 25-9-2009, 21-10-2009, 26-10-2009, 5-11-2009 and 12-11-2009. When none appeared on their behalf, the Tribunal opted to proceed with the matter under rule 22 of the Industrial Disputes (Central) Rules, 1957. Shri B. R. Goomer tendered his affidavit as evidence on behalf of the Institute. Submissions were also made on behalf of the Institute, in support of defence made in the written statement.

9. When matter was taken up for handing down an award, it came to light that in affidavit of Shri Goomer reference was made to payment register, attendance register, orders passed by CAT, High Court of Delhi, besides complaints received against the claimants. None of those documents were filed by the Institute. Consequently the Institute was called upon to file the documents, referred above, for consideration. At that juncture, it was thought expedient to issue a notice to the claimants too.

10. In response to the notice, so issued, the claimants appeared. On consideration of an application moved on their behalf claimants were permitted to adduce evidence in the matter. Shri Rakesh (WW1), Nikhlesh (WW2), Ravinder (WW3), Mukesh Kumar (WW4) and Dr. Rohit Sarin (WW5) were examined on behalf of the claimants. Shri Harsih Chand Thakkar was examined on behalf of the management, since Shri Goomer had superannuated by then.

11. Arguments were heard at the bar. Shri Prabhakar, authorized representative, advanced arguments on behalf of the claimants. Shri Ayushya Kumar, authorized representative, presented his point of view on behalf of the Institute. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows.

12. First and foremost contention has been that the Institute is not an industry within the meaning of clause (j) of Section 2 of the Act. Shri Ayushya Kumar presents that the Institute accords free treatment to its patients, besides undertaking research in the area of its operation. According to him, no business or trade is being run by the Institute, hence it does not fall within the ambit of definition of an industry. Contra to it Shri Prabhakar presents that profit motive in running the Institute is not the sole criteria for adjudication of its status as an industry. He claims that the Institute answers all attributes of an industry and contention advanced by Shri Ayushya Kumar are not tenable.

13. As there is a dispute as to whether the Institute answers all ingredients of an industry, hence it would be expedient to examine as to what term "industry" means. Clause (j) of Section 2 of the Act defines industry, which definition is extracted thus:

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“Industry means any business, trade, undertaking, manufacture or calling of employers and includes any calling, service, employment, handicraft, or industrial occupation or avocation of workmen”.

14. The definition of “industry” is both exhaustive and inclusive. It is in two parts. The first part says that it “means any business, trade, undertaking, manufacture or calling of employers” and then goes to say that it “includes any calling, service, employment, handicraft or industrial occupation or avocation of workman”. Thus one part defined it from the stand point of the employer, and the other part from the stand point of the employees. The first part of the definition gives statutory meaning of the industry, whereas the second part deliberately refers to several other items of industry and bring them in the definition in an inclusive way. The first part of the definition determines any industry by reference to occupation of employers in respect of certain activities viz., business, trade, undertaking, manufacture or calling. The second part views the matter from the angle of employees and is designed to include something more than what the term primarily denotes. By this part of the definition any calling, employment, handicraft, industrial occupation or avocation of workmen is included in the concept of industry. This part gives extended connotation.

15. Gloss was put on the definition of word “industry” by the High Courts and the Apex Court time and again. The question as to what is “industry” has continuously baffled and perplexed the courts. A graph of cases decided by the Apex Court, if plotted on the background of the expression used in two parts of the definition of “industry”, would represent rather a zig zag curve. There have been various judicial ventures in this rather volatile area of law. The decided cases show that efforts were made to evolve tests by reference to characteristics regarded as essential for constituting an activity as an “industry”. Various cases would show that the Apex Court has been guided more by empirical rather than a strictly analytical approach. Most of the decision have centered around the expression “undertaking” used in the definition. In *Bangalore Water Supply and Sewerage Board (1978 Lab. I.C. 778)* the Apex Court reviewed earlier decisions on interpretation of the wide words encompassed in the definition and formulated positive and negative principles for identifying “industry” as enacted by clause (j) of Section 2 of the Act. It would be expedient to reproduce the authoritative pronouncement of the Court, in the very words set out in the majority decision, handed down by Justice Krishna Iyer, which are extracted thus :

“1. “Industry” as defined in S.2(j) and explained in *Banerji (AIR 1953 S.C. 58)* has a wide import.

- (a) Where (i) systematic activity, (ii) organized by co-operation between employer and employee (the direct and substantial element is chimerical),

(iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or services geared to celestial bliss i.e. making on a large scale prasada or foods) prima facie, there is an “industry” in that enterprise.

- (b) Absence of profit motive or gainful objective is irrelevant, be the venture in the public, joint, private or other sector.
- (c) The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer-employee relation.
- (d) If the organization is a trade or business it does not cease to be one because of philanthropy animating the undertaking.

II. Although Section 2(j) uses words of the widest amplitude in its two limbs, the re-meaning cannot be magnified to overreach itself.

- (a) “Undertaking” must suffer a contextual and associational shrinkage as explained in *Banerjee* and in this judgement, so also, service, calling and the like. This yields the inference that all organized activity possessing the triple elements in 1 (supra), although not trade or business, may still be ‘industry’ provided the nature of activity, viz. the employer-employee basis, bears resemblance to what we find in trade or business. This takes into the fold ‘industry’ undertaking, calling and services, adventures, “analogous to the carrying on the trade or business”. All features, other than the methodology of carrying on the activity viz in organizing the co-operation between employer and employee, may be dissimilar. It does not matter, if on the employment terms there is analogy.

III. Application of these guidelines should not short of their logical reach by invocation of creeds, cults or inner sense of incongruity or outer sense of motivation for or resultant of the economic operations. The ideology of the Act being industrial peace, regulation and resolution of industrial disputes between employer and workmen, the range of their statutory ideology must inform the reach of the statutory definition. Nothing less, nothing more.

- (a) The consequences are (i) profession, (ii) clubs (iii) education institutions, (iv) co-operatives (v) research institutes, (vi) charitable projects and (vii) other kindred adventures, if they fulfil the triple tests listed in 1 (supra), cannot be exempted from the scope of Section 2(j),

- (b) A restricted category of professions, clubs, co-operatives and even gurukulas and little research labs may qualify for exemption if in simple ventures, substantially, and going by the dominant nature criterion, substantively no employees are entertained but in menial matters, marginal employees are hired without destroying the non employee character of the unit.
- (c) If, in a pious or altruistic mission many employ themselves, free or for small honoraria or like return, mainly drawn by sharing in the purpose or cause, such as lawyers volunteering to run a free legal services clinic or doctors serving in their spare hours in a free medical centre or ashramites working at the bidding of the holiness, divinity or like central personality, and the services are supplied free or at nominal cost and those who serve are not engaged for remuneration or on the basis of master and servant relationship, then, the institution is not an industry even if stray servants, manual or technical, are hired. Such eleemosynary or like undertakings alone are exempt not other generosity, compassion, developmental passion or project.

#### IV. The dominant nature test :

- (a) Where a complex of activities, some of which qualify for exemption, other not, involves employees on the total undertaking, some of whom are not "workmen" as in the University of Delhi case ( AIR 1963 S.C.1873) or some departments are not productive of goods and services if isolated, even then, the predominant nature of the services and the integrated nature of the departments as explained in the Corporation of Nagpur (AIR 1960 S.C.657) will be the true test. The whole undertaking will be industry although those who are not "workmen" by definition may not benefit by the status.
- (b) Notwithstanding the previous clauses, sovereign functions, strictly understood (alone) qualify for exemption, not the welfare activities or economic adventures undertaking by govt. or statutory bodies.
- (c) Even in department discharging sovereign functions, if there are units which are industries and they are substantially severable, then they can be considered to come within S.2(j).
- (d) Constitutional and competently enacted legislative provisions may remove from the scope of the Act categories which otherwise may be covered thereby. V. We overrule *Safdarjung* (AIR, 1970 S.C.1407), *Solicitors case* (AIR 1962 S.C. 1080), *Gymkhana* (AIR 1968 S.C. 554), *Delhi University* (AIR 1963 S.C.1873), *Dhanraj Giriji Hospital* (AIR 1975 SC 2032) and other rulings whose ratio runs counter to the principles enunciated above, and the *Hospital Mazdoor Sabha* (AIR 1960 SC 610) is, hereby, rehabilitated."

16. The question whether the activity of running an educational institution would fall within the definition of an "industry" was answered by the Apex Court in *Corporation of City of Nagpur* (1960(1) LLJ 523) in an affirmative manner. The reason given for the proposition was as to whether that service can equally be done by a private person. In *University of Delhi* (1963 (II)L.L.J. 335) the Apex Court ruled that University of Delhi was not an 'industry' for two reasons viz (i) the teachers are not workmen, (ii) the work of the University could not be assimilated to the position of any "trade" 'business' or 'calling' or 'service' within the meaning of clause (j) of section 2 of the Act. But in *Bangalore Water Supply and Sewerage Board* (supra) a majority of seven judges bench held that the test is not the predominant number of employees entitled to enjoy the benefits of the Act but the true test is the predeterminate nature of the activity. In the case of the University or an educational Institution, the nature of the activity is ex-hypothesi. Education which being a service to the community is an "industry". Besides there may be any number of activities of an educational institution, such as a printing press, a transport department and clerical and menial staff etc. which may be severable from the teaching activities of the University. These operations viewed separately or collectively, by themselves, may be treated as an "industry". On these reasonings the Apex Court observed that the University of Delhi case was wrongly decided and education in its institutional form is an "industry".

17. In *Baroda Borough Municipality* [1957 (I) LLJ 8] the Apex Court held that through municipal activity could not be truly regarded as business or trade, yet it would fall within the scope of expression 'undertaking'. Non-profit undertaking of the municipality were included in the concept of 'industry' even if there is no private enterprise. The court reiterated that branches of work that can be regarded as analogous to carrying out of a trade or business would fall within the meaning of 'industry' in clause (j) of Section 2 of the Act. In reaching the decision, the Apex Court relied precedent in *D.N.Banerji* (supra) and ruled that it would be sufficient that the activity is an 'undertaking' analogous to the carrying on of a trade or business and involves cooperation between the employers and employees. This result was reached by extending the meaning of the expression 'undertaking' to cover adventures not strictly trade or business but 'objects vary similar'. Reference can also be made to *Madras Gymkhana Club Employees Union* (supra).

18. In Indian Standard Institute [1966 (I) LLJ 33] the Apex Court suggested that in order to be recognized as an undertaking analogous to trade or business, the activity must be an economical activity in the sense that it is productive of material goods or material services. In Bangalore Water Supply and Sewerage Board (supra), the Apex Court laid down that an activity systematically or habitually undertaken for the production or distribution of goods for rendering material services to the community at large or a part of such community with the help of employees is an "undertaking". An 'industry' thus was said to involve cooperation between the employer and employee for the object of satisfying material human needs but not for oneself nor for pleasure nor necessity for profit. Lack of business and profit motive or capital investment would not take out an activity from the sweep of 'industry', if other conditions are satisfied. It is the activity in question which attracts the definition and the absence of investment of any capital or the fact that the activity is conducted for profit motive or not, would not make material difference. Conversely mere existence of profit motive will not necessarily convert the activity into 'industry' if other tests are not satisfied.

19. Before proceeding to the facts of the present controversy it would be expedient to take note of the arguments advanced by Shri Ayushya Kumar on correctness of the precedent in Bangalore Water Supply and Sewerage Board (supra). He agitates that the precedent is not a valid law in view of the findings of the Apex Court in Jaibeer Singh [2005 (5) S.C.C.(1)] wherein correctness of the precedent in Bangalore Water Supply and Sewerage Board (supra) has been questioned. When precedent relied by Ayushya Kumar was perused, it came to light that Constitution Bench of the Apex Court raised its eye-brows on the precedent in Bangalore Water Supply and Sewerage Board and held that the decision in the said case was not unanimous. All the five judges, who constituted the majority, did not give a common opinion, since two judges gave a separate opinion projecting a view partly different from the view expressed in the opinion of other three judges. Different opinions were delivered by the judges, at different points of time and in some cases without going through or having an opportunity of going through the opinions of the other judges. The Constitution Bench was of the opinion that it was expedient to reconsider where the line, excluding some callings, service or undertakings from the provisions of industry, should be drawn and what limitation should be reasonably implied in interpreting the wide words used under clause (j) of Section 2 of the Act. Hence the matter was referred for reconsideration of the judgment by a suitably larger bench of the court. Shri Ayushya Kumar presents that in view of the developments referred above, the precedent in Bangalore Water Supply and Sewerage Board may not be used as binding, for adjudication of the proposition as to whether the institute is an industry or

not. According to him, the precedent in Safdarjung Hospital Case (supra) may guide this Tribunal to reach a conclusion. On this issue Shri Prabhakar present that the matter referred by the Constitution Bench to a suitably larger bench is yet to be adjudicated. Till the adjudication of the said case, the prevailing law has to be applied, argued Shri Prabhakar.

20. In Jaibeer Singh (supra) the Constitution bench of the Apex Court took note of the precedent in Bangalore Water Supply and Sewerage Board and subsequent developments thereto. The Apex Court noted that in Bangalore Water Supply and Sewerage Board, the majority judges were swayed by an idea that the Act is a worker oriented statute and it must receive a construction having worker in the midst of thoughts. It was projected that the Act is to regulate and harmonise relationship between the employer and employees for maintaining industrial peace and social harmony. Hence it was to be interpreted with an onus of promotion of social justice, interest both of employers, employees and in a democratic society people who are the ultimate beneficiary of the Act. It was noted that though the Parliament legislated on the matter promptly but the amendment so made could not be made enforceable. Precedent in Safdarjung case (supra) was also noted by the court. Considering all those facts the matter was referred to a suitably larger bench to be constituted by Hon'ble the Chief Justice of India. Ayushya Kumar concedes that the judgement is yet to be handed down by the larger bench.

21. The Apex Court is not bound by its own previous decision. Precedent in Jaibeer Singh (supra) deals with Bangalore Water Supply and Sewerage Board as a decision of equally divided court. The Apex Court went on detailing therein that majority decision was handed down by Justice Krishna Iyer for himself as well as for Justice Bhagwati and Justice Desai, while Beg Chief Justice, having retired, had no opportunity to see opinions delivered by the Judges and two other Judges gave their separate opinions projecting a view partly different from the view expressed by other three Judges. The Apex Court in Jaibeer Singh found fault with the decision in Bangalore Water Supply and Sewerage Board on the count of equally divided court and opted to make a reference to a larger bench for adjudication. As emerge out of the order, decision in Bangalore Water Supply and Sewerage Board was criticized as precedent sub silentio. Precedents in Safdarjung Hospital and Dhan Raj Girji Hospital were overruled in Bangalore Water Supply and Sewerage Board in express terms. Therefore, when the Apex Court was deliberating on interpretation of definition of word 'industry' in Jaibeer Singh's case, at that time view expressed in Safdarjung Hospital case stood overruled. Therefore, till majority view in Bangalore Water Supply and Sewerage Board case holds water, it would provide missives for courts below to follow. Consequently precedent in Bangalore Water Supply and Sewerage Board will guide this Tribunal in the matter of construction of the term 'industry' as contained in clause

(j) of Section 2 of the Act. Submissions made by Shri Ayushya Kumar cannot be given any weight.

22. No issues are raised by the Institute on the count that it carries systematic activities, organized by cooperation between employer and employees and renders services calculated to satisfy human wants. Therefore, all necessary ingredients of an 'industry' as laid by the Apex Court in Bangalore Water Supply and Sewerage Board case stood satisfied. Profit motive or gainful objective is an irrelevant point. Taking into account functional and decessive test, it is evident that the Institute answers all ingredients of an 'industry' and mere fact that it treats patients without any charge and carries out research would not take it out from the pale of 'industry'. Consequently it is emerging over the record that the Institute is an 'industry' and submissions made by it are uncalled for in that regard.

23. Shri Ayushya Kumar submitted that the claimants were engaged in different departments of the Institute from time to time whenever need arose, as testified by Shri Thakkar. He contends that when claimants were engaged in different departments, it does not lie in their mouth to claim that they worked continuously with the Institute for a period of more than 240 days in a calendar year. Question for consideration comes as to whether different departments of the Institute answer definition of an industrial establishment or undertaking. For that purpose the Tribunal has to take into account the definition of the words "industrial establishment or undertaking", as defined by clause (ka) of section 2 of the Act, which definition is extracted thus :—

"Industrial establishment or undertaking" means an establishment or undertaking in which any industry is carried on :

Provided that where several activities are carried on in an establishment or undertaking and only one or some of such activities is or are an industry or industries, then, —

- (a) if any unit of such establishment or undertaking carrying on any activity, being an industry, is severable from the other unit or units of such establishment or undertaking, such unit shall be deemed to be a separate industrial establishment or undertaking ;
- (b) if the predominant activity or each of the predominant activities carried on in such establishment or undertaking or any unit thereof is an industry and the other activity or each of the other activities carried on in such establishment, or undertaking or unit thereof is not severable from and is, for the purpose of carrying on, or aiding the carrying on of, such predominant activity or activities, the entire establishment or undertaking or, as the case may

be, unit thereof shall be deemed to be an industrial establishment or undertaking;"

24. The term 'industry' as defined in clause (j) of Section 2 of the Act includes inter-alia an undertaking. Thus undertaking is narrower concept than 'industry'. The word industrial establishment, as used in section 25-G of the Act has to be understood to mean the 'industry' as used in section 25-F of the Act. In other words 'industry' is a whole of which an undertaking may be a part. Expression undertaking as used in the definition of 'industry' was given a restricted meaning in Bangalore Water Supply and Sewerage Board (supra). In Hindustan Steel Limited (1973 Lab. I.C. 461) the Apex Court pointed out that word "undertaking" as used in section 25FFF of the Act appears to have been used in its ordinary sense connoting thereby "any work, enterprises, project or business undertaking". It is not entitled to cover the entire 'industry' or business of the employer. A closure or stoppage of a part of the business or activity of the employer would seem, in law, to be covered by clause (Ka) of Section 2 of the Act. However the expression "undertaking" cannot comprehend an infinitesimally small part of a manufacturing process. Reference can be made to Avon Services (Production) Agencies Ltd. [1979 (1) L.L.J. 1]. The definition given in clause (Ka) brings in the ambit of "industrial establishment" or "undertaking" any establishment or undertaking in which any "industry" as defined in clause (j) of Section 2 is carried on. Thus it is character of an activity as an "industry" which brings any establishment or undertaking within the ambit of the definition.

25. "Whether the Institute has been able to show that its different departments are independent 'industrial establishment' or undertaking ?" No evidence was brought forward by the Institute in that regard. Shri Thakkar simply swears in his affidavit Ex.MW1/A that the claimants were employed in different departments of the Institute. He nowhere explains that independent activities are being undertaken in those department(s) in which claimants were engaged. There is a vacuum of evidence on the issue that the activities being carried on in different department(s) were severable from other departments or units of the Institute. Consequently it is evident that no evidence was adduced on behalf of the Institute to establish that the different departments were different industrial establishment(s) or undertaking(s) which were severable from other departments of the Institute. Consequently, it is clear that the management has not been able to project that its different departments were carrying on different activities which were severable from activities of the other departments and thus are different industrial establishment(s) or undertaking(s). When it has not been shown that the Institute was having different establishments in the shape of different departments which were separate and distinct, having different cadre strength, it cannot be said that those different departments of the



Institute were industrial establishment(s) or undertakings. In such a situation claim of the Institute that the claimants performed services in different departments, cannot bring any accolade for it. Precedent in Haryana Urban Development Authority [2007 (3) S.C.C. 742] would not espouse cause of the Institute.

26. In order to establish their continuous service for more than 240 days in every calendar year with the Institute, the claimants entered the witness box. Shri Rakesh unfolds that he joined services with the Institute on 16th of April, 94 as a ward boy. He served the Institute continuously without any break. A list of casual employees was issued by the Institute on 12-2-98, copy of which is Ex.WW1/1. His name appears in that list at Sl. No. 14. Attendance cards, showing his attendance for respective months of year 1997, 1998 and 1999 are Ex.WW1/2 to Ex. WW1/9. His services were dispensed with on 16-1-99 by the Institute, without assigning any reason. When he came to join his duties that day, he found an office order pasted on wall of the Institute. Security Guard did not allow him to enter premises of the Institute. He removed that office order from the wall and got it photo copies, which copy is Ex.WW1/10.

27. Shri Nikhlesh swears in his affidavit Ex.WW2/A that he joined services of the Institute on 1st of January, 97 as a ward boy. He was in continuous service of the Institute till 16-1-99, the date when his services were illegally terminated. Throughout span of his service, he discharged his duties to full satisfaction of the Institute. He was regular and rendered more than 240 days continuous service in each calendar year, preceding the date of his illegal termination. His services were not done away on account of misconduct. He projects that his name was sponsored by employment exchange for job with the Institute. However, no appointment letter was issued to him. His name appears at Sl.No.45 of list Ex.WW1/1.

28. Shri Ravinder unfolds that he joined service with the Institute on 23rd of May, 97 as a ward boy. Ex.WW3/1 and Ex.WW3/2 go to establish that he was appointed by the management. His name appears at Sl.No.85 of list Ex.WW1/1. Attendance cards Ex.WW3/3 to Ex.WW 3/8 were issued wherein his attendance for respective months has been projected. His services were dis-engaged by the Institute on 16-1-99 on the strength of order Ex.WW1/10. He met Dr. S. B. Singh who assured him that his services would be reinstated within a short span. However, his services were not reinstated.

29. Shri Mukesh unfolds that he joined services of the Institute in the year 1994. His name appears at Sl.No.15 of list Ex.WW1/1. Attendance card Ex.WW 4/ 1 to Ex.WW4/ 11 depict that he served the Institute for the days mentioned in those cards. He continuously worked with the Institute for 300 days in every calendar year. His services were

dispensed with on the strength of order Ex.WW1/10, in an illegal manner.

30. Dr. Rohit Sarin entered the witness box to unfold that a letter was written by the Institute to Employees Provident Fund Organization, Wazirpur Industrial Area, New Delhi, calling upon them to confirm contents of form 3-A, copy of which is Ex.WW5/2. The Organisation responded to that communication vide letter Ex.WW5/3. Form 6-A, copy of which are Ex.WW5/4 and WW5/5 respectively were submitted by the Institute to Employees Provident Fund Organisation, unfolds Shri Sarin.

31. Shri Harsih Chand Thakkar, Administrative Officer of the Institute, swears in his affidavit Ex.WW1/A that service of the claimants were used on demand basis as and when required. They were given work in different departments of the Institute from time to time whenever need arose. He projects that the claimants have not worked for years together with the Institute, without any break. He concedes that order dated 16-1-99 was issued copy of which is Ex.WW1/10, which cannot be treated as retrenchment order. During the course of his cross examination, he admits that Rakesh and Mukesh were working with the Institute since 16-4-94, while Ravinder was working with the Institute since 23-5-97. He does not dispute that Nikhlesh was serving the Institute since 1-1-97. It is also not a matter of dispute that list of employees, which is Ex.WW1/1 was prepared by the Administrative Officer of the Institute.

32. When facts unfolded by the aforesaid witnesses were appreciated, it came to light that the Institute engaged Shri Rakesh and Mukesh Kumar on 16-4-94, Shri Joginder on 18-5-96, Nikhlesh on 1-1-97, while Ravinder Kumar was engaged on 23-5-97. Shri Thakkar concedes that in the year 1994 Rakesh Kumar and Mukesh served the Institute for a period of 25 days each in April, 31 and 30 days in May, 28 and 21 days in June 31 and 28 days in July, 30 and 31 days in August, 30 and 24 days in September, 30 and 28 days in October, 29 and 19 days in November, 29 and 27 days respectively in December that year. Shri Thakkar claims that record from January, 1995 onward is not available with the Institute. However, he does not dispute contents of documents Ex.WW5/2, Ex.WW5/3, Ex.WW5/4 and Ex.WW5/5. Ex.WW5/2, unfolds that Ravinder Kumar served the Institute from 1st of April, 1997 to 31st of March, 1998. Ex.WW5/4 and Ex.WW5/5 highlight that the Institute deposited its contribution towards provident fund of the claimants, besides others with the Employees Provident Fund Organisation, Wazirpur Industrial Area, Delhi for the year 1997-1998 and 1998-1999. Ex.MW1/W1 and Ex.MW1/W2 unfold that the Institute deposited its contribution towards provident fund of Rakesh Kumar and Mukesh Kumar for the year 1995-1996. Ex.WW1/2 to Ex.WW1/9 highlight that Rakesh Kumar served the Institute for 24 days in January, 97, for 29 days in July, 97, 24 days in October, 97, 23 days in December, 97, 23 days in September,



98, 24 days in October, 98, 28 days in December, 98 and 13 days in January, 99 respectively. In the same manner Ex. WW3/3 to Ex. WW3/8 project that Shri Ravinder Kumar served the Institute for 28 days in October, 97, 14 days in November, 97, 31 days in October, 98, 30 days in November, 98, 31 days in December, 98 and 11 days in January, 1999, respectively. Ex. WW4/1 to Ex. WW4/11 bring it over the record that Mukesh Kumar worked with the Institute for a period of 16 days in January, 97, 18 days in February, 1997, 17 days in March, 1997, 20 days in October, 1997, 25 days in November, 1997, 23 days in December, 1997, 26 days in September, 1998, 24 days in October, 1998, 22 days in November, 98, 22 days in December, 1998 and 13 days in January, 1999 respectively. Therefore, out of the documents referred above it emerged that the claimants, namely, Rakesh and Mukesh joined services of the Institute on 16-4-94, Joginder joined on 18-5-96, while Ravinder and Nikhlesh joined on 1st of April, 1997, who were made to go on 16th of January, 1999 and Joginder was bade farewell on 9-3-99.

33. It is settled proposition of law that a Claimant had to establish that he rendered continuous service with his employer for a period of 240 days in 12 preceding months from the date of termination of his service. To discharge onus resting on the claimants they entered the witness box and testified in clear words that they served the Institute continuously from 16-1-94, till 16-1-99. and 9-3-99 respectively. They proved certain documents to establish that they were in continuous service of the Institute till the date when their services were disengaged. In order to substantiate their claim, they called upon the management to produce muster roll and other relevant record, which were not produced by the management. Whether non-production of record by the management would warrant an adverse inference against it? For an answer reliance may be placed on precedent in *R. M. Yeliatti* [JT 2005 (9) SC 340]. It would be expedient to extract observations made by the Apex Court in the said precedent in that regard, which are reproduced thus :

“Analysing the above decision of this court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforesaid judgments, we find that this court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman adducing cogent evidence stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily waged earner, there will be no letter of appointment or termination. There will also be no

receipt or proof of payment. Thus in most cases, the workman (claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register etc. Drawing of adverse inference ultimately would depend thereafter on facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant/workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the tribunal to draw an adverse inference against the management. Lastly, the above judgments lay down the basic principle, namely that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the labour court unless they are perverse. This exercise will depend upon facts of each case.”

34. Record relating to muster roll, attendance register, wage slip and P.F. contributions deposited by the Institute with Employees Provident Fund Organisation is available with the Institute. Despite demand that record was not produced. When it has been established that the claimants served the Institute for years together after their engagement till their services were terminated, in that situation it was incumbent upon the Institute to produce record relating to the period for which the claimants were engaged by it. That record was not intentionally produced. The circumstances are sufficient to draw an adverse inference against the Institute to the effect that in case aforesaid record would have been produced then it would have gone against it. Drawing that adverse inference against the Institute and relying facts testified by the claimants, besides the documents referred above, I am constrained to conclude that the claimants had been able to establish that they served the Institute for more than 240 days in 12 preceding months from the date of their disengagement as well as in previous years for which they were engaged by the Institute.

35. Order Ex. WW1/10, on the strength of which services of the claimants except Joginder Singh were disengaged, is not a matter of dispute. It is also not a matter of dispute that services of Joginder Singh were dispensed with on 9th of March, 1999. Claimants highlight that neither notice nor pay in lieu thereof and retrenchment compensation was paid to them. Shri Thakkar presents that Ex. WW1/10 does not satisfy ingredients of the definition of retrenchment. In the same manner a claim has

been made that order disengaging services of Joginder Singh cannot be termed as retrenchment. Therefore, it is expedient to ascertain as to whether disengagement of claimants amounts to retrenchment or not. For an answer to this proposition definition of word "retrenchment" as contained in clause (oo) of section 2 of the Act is to be taken into account, which definition is reproduced thus :

"(oo) "retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include —

- (a) voluntary retirement of the workman; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (bb) termination of the service of the workman as a result of the non renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under the stipulation in that behalf contained therein; or
- (c) termination of the service of a workman on the ground of continued ill-health;"

36. It is not the case that the claimants reached age of superannuation or they sought voluntary retirement. No evidence was brought to show that they were employed for a fixed term of contract and their services came to an end on non-renewal of contract of employment. It was not asserted that their services were terminated on account of their continued ill-health. Thus it is obvious that termination of services of the claimants, for any other reason, amounts to retrenchment, as defined by clause (oo) of section 2 of the Act. In view of the facts detailed above orders of termination of services of the claimants fall within the mischief of definition of word "retrenchment" as contained in clause (oo) of section 2 of the Act.

37. The claimants had rendered continuous service of more than five years. It stood established that their services were dispensed with on 16-1-99 and in case of Joginder on 9-3-99. Retrenchment compensation was not paid, when they were made to go. The Institute was under an obligation to pay compensation for retrenchment, at the time of their retrenchment. Payment of retrenchment compensation is a condition precedent to a valid order of retrenchment. Precedents in Bombay Union of Journalists [1964 (1) LLJ 351], Adaishwar Laal [1970 Lab.I.C.936] and B.M. Gupta [1979 (1) LLJ 168] announce that subsequent payment of compensation can not validate an invalid order of retrenchment.

38. Claimants deposed that their services were terminated by the Institute on 16-1-99, and in case of Joginder on 9-3-99 respectively without any notice. They further declare that their earned wages were not paid. Out of facts unfolded by the claimants, it stand crystalised that neither notice nor pay in lieu thereof was given to them. Retrenchment compensation was also not paid to the claimants. Therefore, their retrenchment is violative of the provisions of section 25-F of the Act. It is well settled that in a case of wrongful retrenchment, dismissal or discharge, the normal rule is to award reinstatement.

39. There is other facet of the coin. Shri Ravinder unfolds that Sunder Dass and Satbir Singh, juniors to him, were working with the Institute on 16-1-99, the date when his services were disengaged. Facts in this regard remain unassailed. Institute could not dispute that juniors to Ravinder were in service when he was made to go on 16-1-99. In the same manner Mukesh Kumar presents that Ravinder and Joginder who were junior to him were in the service of the Institute on the date when his services were dispensed with. Rakesh also presents facts in the same way detailing that his juniors were in service of the Institute on the date when he was made to go. The Institute was under an obligation to follow rule of last to come and first to go. When provisions of section 25-G and 25-H are violated, in that situation the Institute is to be commanded to reinstate the claimants in service.

40. In view of the foregoing reasons it is crystal clear that retrenchment of the claimants is not only violative of the provisions of section 25-F but it defeats the provisions of section 25-G of the Act. When juniors were retained in service, the Institute cannot be allowed to project that the claimants may be awarded compensation in lieu of reinstatement of their service. Taking into the account the reasons detailed above, it is ordered that the Institute shall reinstate the service of the claimants with continuity and consequential benefits.

41. Claimants deposed in bald words that they were unemployed since the date of termination of their services. The evidence produced by the claimants are in the form of self serving words. It has not been explained that they made efforts to seek employment but could not succeed. It is incumbent upon the claimants to establish by cogent evidence that since the date of termination of their service they remained unemployed. Evidence adducted is deficient on the count. Under these circumstances it cannot be ordered that the Institute shall pay full back wages to the claimant. However, the Tribunal had to consider as to what amount of back wages should be ordered in favour of the claimants. No yardstick is available in that regard, to measure amount of back wage which could be ordered in favour of the claimants.

42. In *S. S. Shetty* [1957 (11) LLJ 696] the Apex Court indicated some relevant factors which an adjudicator has to take into account in computing compensation in lieu of reinstatement, in the following words :

“The industrial Tribunal would have to take into account the terms and conditions of employment, the tenure of service, the possibility of termination of the employment at the instance of either party, the possibility of retrenchment by the employer or resignation or retirement by the workman and even of the employer himself ceasing to exist or of the workman being awarded various benefits including reinstatement under the terms of future awards by industrial Tribunal in the event of industrial disputes arising between the parties in future... In computing the money value of the benefits of reinstatement, the industrial adjudicator would also have to take into account the present value of what his salary, benefits etc. would be till he attained the age of superannuation and the value of such benefits would have to be computed as from the date when such reinstatement was ordered under the terms of the award.

Having regard to the considerations detailed above, it is impossible to compute the money value of this benefit of reinstatement awarded to the appellant with mathematical exactitude and the best that any tribunal or court would do under the circumstances would be to make as correct as estimate as is possible bearing, of course in mind all the relevant factors pro and con”.

43. A Divisional Bench of the Patna High Court in *B. Choudhary Vs. Presiding Officer, Labour Court, Jamshedpur* (1983) Lab.I.1755 (1758) deduced certain guidelines which have to be borne in mind in determining the quantum of compensation viz. (i) the back wages receivable (ii) compensation for deprivation of the job with future prospect and obtainability of alternative employment; (iii) employee's age (iv) Length of service in the establishment (v) capacity of the employer to pay and the nature of the employer's business (vi) gainful employment in mitigation of damages; and (viii) circumstances leading to the disengagement and the past conduct. These factors are only illustrative and not exhaustive. In addition to the amount of compensation, it is also within the jurisdiction of the Tribunal to award interest on the amount determined as compensation. Furthermore, the rate of such interest is also in the discretion of the Tribunal. Reference can be made to *Tabesh Process, Shivakashi* [1989 Lab.I.C.1887].

44. In *Assam Oil Co. Ltd.* [1960 (1) LLJ 587] the Apex Court took into account countervailing facts that the employer had paid certain sums to the workmen and her own earning in the alternative employment and ordered

that “it would be fair and just to direct the appellant a substantial sum as compensation to her”. In *Utkal Machinery Ltd.* [1966 (1) LLJ 398] the amount of compensation equivalent to two years salary of the employee awarded by the industrial Tribunal was reduced by the Supreme Court to an amount equivalent to one year salary of the employee in view of the fact that she had been in service with the employer only for 5 months and also took into consideration the unusual manner of her appointment at the instance of the Chief Minister of the State. In *A. K. Roy* [1970 (1) LLJ 228] compensation equivalent to two years salary last drawn by the workmen was held to be fair and proper to meet the ends of justice. In *Anil Kumar Chakaraborty* [1962 (11) LLJ 483] the Court converted the award of reinstatement into compensation of a sum of Rs.50000 as just and fair compensation in full satisfaction of all his claims for wrongful dismissal from service. In *O. P. Bhandari* [1986 (11) LLJ 509]. The Apex Court observed that it was a fit case for grant of compensation in view of reinstatement. The Court awarded compensation equivalent to 3.33 years salary as reasonable. In *M. K. Aggarwal* (1988 Lab.I.C.380), the Apex Court though confirmed the order of reinstatement yet restricted the back salary to 50% of what would otherwise be payable to the employee. In *Yashveer Singh* (1993 Lab.I.C.44) the court directed payment of Rs.75000 in view of reinstatement with back wages. In *Naval Kishor* [1984 (11) LLJ 473] the Apex Court observed that in view of the special circumstances of the case adequate compensation would be in the interest of the appellant. A sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In *Sant Raj* [1985 (11) LLJ 19] a sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In *Chandu Lal* [1985 Lab.I.C.12225] a compensation of Rs. 2 lac by way of back wages in lieu of reinstatement was awarded. In *Ras Bihari* (1988 Lab.I.C.107) a compensation of Rs.65000 was granted in lieu of reinstatement, since the employee was gainfully employed elsewhere. In *V.V. Rao* (1991 Lab.I.C.1650) a compensation of Rs. 2.50 lac was awarded in lieu of reinstatement.

45. Taking into account above principles, facts and circumstances unfolded by the parties on the issue as to whether the claimants remained unemployed since 1999 and other attending circumstances it is ordered that 20% back wages would be paid by the Institute to the claimants till the date of their reinstatement in service. To sum up the Institute is commanded to reinstate services of the claimants with continuity of service, and consequential benefits and 20% of back wages till the date of their reinstatement. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated : January 31, 2001.

Dr. R. K. YADAV, Presiding Officer

134861/11-18B

नई दिल्ली, 6 अप्रैल, 2011

का.आ. 1231.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल डब्ल्यू. सी. एल. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या 10/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-4-2011 को प्राप्त हुआ था।

[सं. एल-22012/12/2008-आई आर (सी एम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th April, 2011

S.O. 1231.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award Ref. 10/08 of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of Central Workshop Tadali of WCL, and their workman, received by the Central Government on 6-4-2011.

[No. L-22012/12/2008-IR (CM-II)]

S. S. SRINIVASA RAO, Desk Officer

#### ANNEXURE

BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/10/08

Dated : 25-2-2010

Petitioner/  
Party No. 1 : Shri Manohar Syamrao Warade,  
WCL Colony, Qtr. No. B-174,  
Sector-II, Chandrapur (M. S.)

Versus

Respondent/  
Party No. 2 : The General Manager,  
Central Workshop Tadali  
WCL, Urjagram Tadali,  
Chandrapur (M. S.)

#### AWARD

(Dated : 25th February, 2010)

1. The Central Government after satisfying the existence of dispute between Shri Manohar Shyamrao Warade, WCL Colony, Chandrapur (Party No. 1) and the General Manager, Central Workshop Tadali WCL, Chandrapur (Party No. 2) referred the same for adjudication to this Tribunal vide its letter No. L-22012/12/2008-IR(CM-II) dated 2-4-2008 under clause (d) of sub Section (1) and sub Section (2A) of Section 10 of Industrial Dispute Act, 1947 [14 of 1947] with the following schedule.

2. "Whether the action of the management of Western Coalfields Limited in accepting VRS of Shri Manohar Shyamrao Warade w.e.f. 31-8-2005 ignoring his request dated 17-5-2005 for withdrawal of VRS is legal and justified? If not, to what relief is the workman entitled?"

3. The reference came up for hearing on 1-12-2008 on which the petitioner and his counsel were absent. The petitioner and his counsel were absent for more than one year except on three occasions. The Counsel for Petitioner has not filed his Statement of Claim. On 24-2-2010, the petitioner and his counsel were also absent. It seems that the Petitioner is not interested in prosecuting the case. I do not think it proper to continue it on the same stage years together. In the circumstances, no purpose will be served in continuing the case, hence it dismissed for the default of the Petitioner and pass the negative award that he is not entitled for any relief. Hence this Award.

Date: 25-2-2010.

A. N. YADAV, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2011

का.आ. 1232.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल डब्ल्यू. सी. एल. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 15/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-4-2011 को प्राप्त हुआ था।

[सं. एल-22012/259/2001-आई आर (सी एम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th April, 2011

S.O. 1232.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award Ref. 15/03 of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of Western Coalfields Ltd. and their workman, received by the Central Government on 6-4-2011.

[No. L-22012/259/2001-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

#### ANNEXURE

BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/15/03

Dated : 15-7-2009

Petitioner/  
Party No. 1 : The Secretary,  
Lal Zanda Coal Mines Mazdoor  
Union, (CITUC) Office,  
Coal Estate, Civil Lines,  
Nagpur

Versus

Respondent/  
Party No. 2 : The General Manager (IR)  
Western Coalfield Ltd.,  
Headquarter, Civil Lines,  
Nagpur

**AWARD**

(Dated : 15th July, 2009)

1. The Central Government after satisfying the existence of dispute between the Secretary, Lal Zanda Coal Mines Mazdoor Union (CITUC) Office, Coal Estate, Civil Lines, Nagpur (Party No. 1) and the General Manager (IR), Western Coalfield Ltd., Headquarter, Civil Lines, Nagpur (Party No. 2) referred the same for adjudication to this Tribunal vide its letter No. L-22012/259/2001-IR(CM-II) dated 5-11-2002 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

**2. Demand No. 6, 7 & 8**

"Whether the following demands of Lal Zanda Coal Mines Mazdoor Union from the management of WCL, Nagpur are just, fair and legal :

Enhancement of No. of holidays from 8 to 18 at par with security personnel at Company Headquarters,

Extension of benefit of gas cylinder facility to all staff/workers of the WCL,

(iii) Granting parade allowance @ Rs.50 per parade to the security guards. If so, to what relief are the concerned workmen entitled from what date?"

3. The Petitioner approached to this Tribunal with the contention the Union has raised the genuine demands. However the management is not responding to it. The first demand is regarding enhancement of holidays allowed to the security personnel of WCL Headquarter at par with other employees of WCL. The employees of WCL are getting 18 paid holidays in one calendar year. However, the security personnel working at Headquarter itself are allowed only 8 paid holidays without any sound and rational reason. It is a discriminatory treatment given to the security staff of WCL. Second demand is extension of benefit of gas cylinder facilities given to the employees working in WCL (Headquarter), Nagpur. The employees working in different areas of WCL are given reimbursement of the cost of one gas cylinder per month as against this facilities is not provided to the employees working in WCL at Headquarter, Nagpur. Thirdly, they have prayed to revise the parade allowance of the security guards of the WCL at Headquarter. The security guards are required to attend the parade in regular interval in extreme climate condition with neat, clean presentation. However, they were paid Rs. 10 per parade, now extended to Rs. 15 per parade since 1986. It is to be revised to the minimum of Rs. 50 per parade. According to the Petitioner the above first and second demand is against the domestic treatment between the workers at Headquarter and other places while the demand No. 3 is in the interest of justice. Considering the condition in which the guards are required to attend the parade and accordingly they have prayed for final Award.

4. As against this, the management opposed the demands by filing the Written Statement. According to it,

the security personnel at Headquarter are, in fact, not enjoying the benefits of 18 holidays and they are enjoying only 8 paid holidays. Thus it is factually incorrect demand. In the same respect, the management has stated, the issue of holidays has been negotiated and settled at Coal Industry level through the National Coal Wage Agreement. Prior to it, it was decided at the industry level under the Central Coal Wage Board and their recommendation to the Coal Mining Industry. Thus Wage Board recommendations were in operation from 15-8-1967 to 31-12-1974 and from 1-1-1995 till date the National Coal Wage Agreements I, II, III, IV, V and VI have been operative. Thus right from 15-5-1967 till today the provision of seven subsequently extended to 8 paid festival holidays were granted to the Coal Employees. However, an exception was made in respect of such employees who had been availing better holiday's facilities. The historical background is that the staffs working in the ex-NCDC establishments particularly of areas and the head office have been enjoying the facility of 18 holidays. Such Areas are now under WCL at Nagpur and Pathakhera in the other Areas comprising erstwhile private sector mines are paid 7/8 paid festival holidays as per the terms of NCWAs. As regards the company headquarters due to the above historical background the ministerial and the office staff are granted 18 holidays right from the time of its inception in the year 1973. National Coal Wage Agreements have also given protection of this benefit by providing term that the employees who are enjoying better facilities, shall continue to enjoy the same and the employees who are not enjoying such facility of 18 holidays are not entitled to this benefit.

5. There are certain class of employees at headquarter mainly essential staff whose services are required round the clock for security reasons and maintenance of essential services. Those employees includes Drivers, Security personnel, Water Supply and similar other personnel. NCWA has provided 7/8 paid festival holidays from the time of inception from Western Division and Western Coalfield Ltd. and this practice is continued since last 30 years. Granting of 18 holidays to them will cause a serious disequilibrium giving rise to separate demands from the entire body of workers in WCL who are getting 7/8 paid holidays. It has further contended that except few employees employed at WCL headquarter and other offices of Umrer, Nagpur and Pathakhera about 1500 out of 68000 are getting only 7/8 festival holidays. It will seriously affected working of the WCL. This issue has been deliberated and decided at National Level of the Industry. NCWA specifically provided that any issues which are settled through those agreements will not be agitated and the no union will raise dispute about it. These issues are specifically covered by the NCWAs. The Petitioner Union being a party to the National level agreement is not at all entitled to raise the dispute. In this respect, the appropriate forum for them was to raise the matter at the Joint Bipartite Committee (JBCCI) Level. Thus the demand is against the agreement and in fact the provision of National Level



Agreement is esstopped from raising the issue for adjudication. The issue is totally misconceived by the Petitioner. Distinction in two sets of holidays is not a new creation and it is in existence since 1973 from the time of establishment of headquarter at Nagpur. Thus the practice which is in vogue cannot be termed as discriminatory. This disparity, if any, has a legal sanctity as it has support of NCWA and this cannot be treated as discriminatory.

6. In respect of extension of facilities to the staff workers of WCL of one gas cylinder in a month, the management has contended that and the demand of the Petitioner union is not maintainable. According to it, the Petitioner Lal Zanda Coal Mine Mazdoor Union does not represent the entire body of workers/staff of WCL. There are four other major union namely, RKKMS (INTUC), SKMS (AITUC), ABKMS (BMS) and KSS (HMS). The Petitioner union has a very low number of membership throughout the company. It cannot represent the entire body of the workers particularly of those who are the members of other unions. Unless the union files a proof or authority to represent the case of entire body of the workers, the reference is void. The demand is specifically covered and decided at the higher level of the Coal Industry. This union is operating at WCL level has no locus standi and thus the Petitioner union is barred from raising the issue.

7. With a view to resolve the grievances of the workers and the union at company level of WCL, a steering committee has been constituted which has the representative of 5 unions including LZCMMU. The instant matter was discussed in that committee held on 10-6-1996. The union is bound by this decision wherein workers and the staff had never raised and discussed the issue. The union was supposed to raise issue at least in Steering Committee and only on refusal thereof, the industrial dispute can be deemed to exist, otherwise there is no dispute at all. Further it has contended that according to the practice prevailing in Coal Industry including WCL, employees working in collieries and in the establishments of Coalfields were supplied minimum 8 baskets of Coal for domestic use as per awards of Industrial Tribunal and National Coal Agreement. This benefit was not granted to the employees working and posted in the office situated in the cities. The employees posted in the city like Calcutta, Bombay, Delhi, Ranchi and Nagpur are considered to be outside coalfields and they were not allowed free supply of coal for the domestic use. However, employees posted in the establishment are getting the benefit of City Compensatory Allowance which is not available to the employees posted in the Coalfields. This issue was discussed in the JBCCI level and the decision was taken in NCWA—VI clause 12-2-0 which is meant for supply of fuel. It has provided the existing system of free coal will continue to the employees in the collieries. However, the steps will be taken to substitute coal with gas to the extent possible. Modalities will be decided jointly at the company level and thus the supply of coal is to be replaced by supply of gas in

accordance with the modalities developed at the company level. This facility is also to be continued to those who are working in collieries/ establishment and not to the employees who are not working in the collieries or the establishment. Knowing these facts, the union is deliberately trying to create a disruption in the industrial relations which will have serious repercussion in the entire industry. The entire industry is situated in different states which are likely to be affected and therefore the issue is to be adjudicated. Such issue has to be referred for adjudication to the National Tribunal. There are provisions for the reference under the Industrial Dispute Act, 1947 and on this ground according to the management this Tribunal does not have the powers or a jurisdiction to cover the industry of the whole nation and thus it cannot be adjudicated by this Tribunal.

8. So far as the issue No.3, granting parade allowance is concerned, the management has contended that the parade allowance is not a component of wage/remuneration for performance of any duty/work. It has a kind of impetus to encourage the security personnel to keep themselves physically fit and alert. Undertaking of parade is a regular phenomenon in Army and Police Services as well as where it is an integral part of their duty. The personnel deployed in the Security Department of CIL and its subsidiaries including WCL have to undertake this practice for which no separate wage/remuneration is paid. Due to this only the union has never raised this issue for negotiation at JBCCI level. In fact the security personnel deployed in CIL and all its subsidiaries and the decision taken at the level of WCL will effect on all the subsidiary and CIL and therefore, it is also to be settled at CIL and JBCCI level. The payment of parade allowance was started in Western Division of the Coal Mines. It was done voluntarily without there being any demand or dispute. It does not find place either in Tribunal Awards or in Central Wage Board of Coal Mining Industry as it was never deemed to be a component of wage. This allowance was initially introduced in Western Division i.e. Western Coalfield Limited @ Rs. 3 per parade. However, with the passage of time, RKKMS union functioning in WCL got involved in this issue and starting demanding revision/enhancement. Though it was not a subject matter of the industrial dispute the management with a view to resolve the issue amicably and as a gesture of good will agreed to refer the matter to a joint arbitration of Shri S. Dasgupta, General Secretary of the union and Shri A.V. Brahma, Director (P) of CIL. As a result of the arbitration, the amount was enhanced of Rs. 10 w.e.f. 6-12-1989. Later on, in order to have uniformity throughout CIL and its subsidiaries, the matter was discussed and decided in the meeting of Functional Directors of the CIL on 14-3-1992 wherein it was raised to Rs. 10 to the security personal deployed by all the subsidiaries of CIL such as ECL, BCCL, CCL, SECL, NCL, NEC, and Mahanadi Coalfields since 14-3-1992. Thus it has assumed a universal standard status which cannot be disturbed without taking



up the matter at the National/ JBCCI level. The attempt was made by WCL to get it resolved through an arbitration at company level, but the management categorically advised by D(P), CIL not to negotiate the issue at company level as now it has assumed the character of the industry level for which the right forum is JBCCI and the committee constituted for deciding such issue. In the light of the above directive of CIL, the WCL management is not in a position to negotiate and resolve this issue at their level. The union is being represented in JBCCI and its committee should take the matter at that level. When this forum is available to the union, it is the duty of the union to exhaust the same before raising the dispute. Thus it is not competent and rational for raising such dispute. There is no rational or the principle in demanding the rise in the parade allowance.

9. Finally it has prayed to decide the reference in negotiation in favour of the employer as the demands are not proper. In order to prove the respective contention, the Petitioner union has examined its Secretary, Shri Manoj H. Sarabhai while the management has examined Shri S.K. Puri, Personal Manager (Legal) in WCL at Headquarter. They both are stating as per their contentions what they have claimed in their statement of claim and written statement. I have heard the management as well as the union also.

10. It is clear that 3 demands are raised by the union. First in respect of enhancement of holidays from 8 to 18 at par with the security personnel at Headquarter. Second is extension of benefit of gas cylinder facilities to all the staff and workers of the WCL and third regarding enhancement of parade allowance to the security guard up to Rs. 50 from existing Rs. 15. So far as the demand of enhancement of holidays is concerned, according to the Petitioner union the security personnel are getting 18 paid holidays and the other staff of the WCL should be granted similar number of holidays at par with them. However, the management has denied it firstly on the ground that factual position is different what has been demanded by the union and appearing in the scheduled of the reference. According to it, security personnel are getting 8 holidays and the other staff is enjoying 18 holidays and therefore the demands ought to have been made for enhancement of the holidays of the security personnel in state the other staff, because they are enjoying other holidays. Admitting the factual mistake, the union without correcting it in the statement of claim has argued that the number of holidays of the security personnel should be enhanced to avoid discriminatory treatment to the security personnel and the other staff. However, this demand is having a long history, the management, after explaining it, submitted that it will change the equilibrium between the security personnel and other staff of WCL and the allied companies of it. Moreover, according to it, issue of holidays of security personal is to be raised before JBCCI and it has to be discussed in NCWA. The holidays are governed under the various agreement

of NCWA. It has sanctity of Coal agreement and WCL cannot interfere in it for enhancing the holidays. The Union has to raise the issue before JBCCI and after the discussion it has to be raised for amending or for the new agreement at national level i.e. agreement at national level. The rational explanation is given by the management that the earlier number of holidays is fixed under that agreement even the Petitioner Union was a party to it. Though not directly but the union to which the Petitioner union is affiliated was a party to it and therefore NCWA is binding on the Petitioner, which cannot be changed even as per terms of the agreement. It has prohibited because the unions who were party to that agreement had agreed not to raise any issue during the subsistence of that agreement. Therefore, the demand of the Petitioner union has no base. Even the witness has admitted to the above effect.

11. Moreover, rational reason is given by the management that it being the vital organ of the management, it is necessary to have security for 24 hours. Therefore, duties are fixed for 24 hrs. and all the position has been considered while the agreement which is called as NCWA. The agreement NCWA is binding on all its company and the number of holidays of security personnel are determined after discussing in JBCCA. Submission of the management that it is not within its jurisdiction to enhance the number of holidays. Similar reason given by the management appears to be proper and correct. Undisputedly, the security personnel are not getting the holidays at par with the other staff of the WCL right from 1973 because they are required work around the clock for the security purpose. The union is contending that this amount to a discrimination but since the number of holidays are approved by the NCWA and in all industry level agreement right from 1973. It has become a long standing practice based on the historical ground and to maintain the harmony between the management and the security personnel, it is continued as it has approval of NCWA. It cannot be changed unless it is agitated and raised at JBCCI level. Granting of such 18 holidays, as per the demand, will be against the provision of NCWA, which is never permitted. Moreover, this will generate more disputes throughout WCL and other subsidiary of Coal India Ltd. The disputes are raised to resolve and minimize them, but by raising this dispute will amount to generate the industrial dispute which will disturbed the peace and harmony. Thus the demand of enhancement of the number of holidays of the security personnel at par with the other staff of the WCL, cannot be considered and has no rational standing. It cannot be granted.

12. The second demand in respect of supply of gas cylinder which is issue No.2 of the reference. First, the management has challenged the competency or the authority of the union to raise his general demand on behalf of the entire body of the worker of WCL. The union has not filed any authority to represent the case on behalf. Entire body of the workers and according to the

management, therefore, it is void. It seems that the submission of the management having sufficient force and there is no reply on behalf of the union to it. There is nothing on record to indicate that it has an authority to represent to entire body of the workers. According to the union, the facilities of gas cylinder is available to all the areas of WCL except to the employees of Headquarter and therefore, to avoid discriminatory practice, it has contended that if one gas cylinder facilities should be granted to all the employees. However, it seems that the facility of one gas cylinder in a month is also as per the provision of NCWA. There are some areas where the management or WCL used to supply 8 baskets of coal free of charge to the person working at coal areas. It was never supplied to the person at Headquarter. Later on, the management, as per the discussion at JBCCI in terms of NCWA agreed to supply one gas cylinder instead of supply of coal. Thus it has been substituted to the coal to extend the modalities as decided jointly at company level and therefore, it is to be supplied to the collieries or to the staff working in the collieries as a substitute for coal supply. It was never provided or demanded by the personal at Headquarter. The union has never claimed that the staff working at Headquarter was getting free coal and subsequently that was stopped. Even the affidavit is salient on this point. In this respect, there is nothing on behalf of the union, except in the cross-examination that the employees at Headquarter were getting free coal and later on it was stopped. However, it has been later on admitted that there is no proof of supply of coal to the employees at Headquarter and there is no supporting documentary evidence.

13. Undisputedly, the gas cylinders are provided to the staff who were entitled for the coal and it is substituted later on by the gas cylinder. The coal is supplied only on issuance of coal card and such coal cards are never issued to the employees at the Headquarter. Even witness who is examined on behalf of the Petitioner has admitted that he has no coal card because he is working at Headquarter. Thus the union has failed to prove that the coal card was even issued to the staff at Headquarter. Therefore, the demand of one gas cylinder to the staff at headquarter cannot be granted.

14. The last issue is in respect of enhancement of parade allowance to the security guard. It is pertinent to note that at present the security personnel are not getting parade allowance at par with the overtime. Initially it was Rs. 3 per parade then it was extended to Rs. 10 per parade and now it is paid Rs. 15 per parade. The demand of the union is Rs. 50. Undisputedly it is allowance and not the wages. It is not a wage component or the remuneration for performing the duty of work. It is only the kind of impetus to encourage the security personnel to keep themselves physically fit and alert. Since it is not wages linked with the basic pay, the demand of hike in it is certainly not within the jurisdiction of this Tribunal. It is

also to be decided at JBCCI level and that is the Competent Authority to rise the allowance. It has no concerned with the disparity or the discrimination. The allowances are given to encourage the personnel and if they are linked with the working hours or with the salary then there would be discrimination because the quantum of the allowance will be depending on the basic pay which is varying from each security person depending on the seniority or etc. Due to increment and other condition it will definitely vary and therefore cannot be treated at part with the overtime. Similarly, this allowance has been initially stated by the WCL and now it has become issue at national level. It will affect other company also which will create disturbance in the relationship between the management and the security personnel of the other company of WCL only. Granting of separate more allowance of the security person at Headquarter only will be amount to discrimination and finally this demand is also in my view cannot be fulfilled.

15. In the result, in my view, the above demands of the union cannot be granted and the management is right in rejecting them. Hence, I record my finding in the negative on all the above 3 issues or demands of the Petition. The reference deserves to be dismissed. Accordingly on the proceeding to pass the following Order.

#### ORDER

Reference stands as dismissed and hence this negative Award.

Date: 15-7-2009

A. N. YADAV, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2011

का.आ. 1233.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल डब्ल्यू. सी. एल. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 107/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-4-2011 को प्राप्त हुआ था।

[सं. एल-22012/217/1997-आई आर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th April, 2011

S.O. 1233.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 107/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of WCL, and their workman, which was received by the Central Government on 6-4-2011.

[No. L-22012/217/1997-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

**ANNEXURE**  
**BEFORE SHRI A. N. YADAV, PRESIDING**  
**OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/107/2000

Dated : 9-4-2007

Petitioner/ : Shri Pandhari  
 Party No. 1 : S/o Maroti Aknurwar,  
 R/o Pawani, Tah. Rajura,  
 Distt. Chandrapur

**Versus**

Respondent/ : The /Sub Area Manager, W.C.L.  
 Party No. 2 : Sasti Sub Area, PO. Sasti,  
 Tah. Rajura, Distt. Chandrapur.

**AWARD**

(Dated : 9th April, 2007)

1. The Central Government after satisfying the existence of disputes between Shri Pandhari Maroti Aknurwar, R/o. Pawani, Tah. Rajura, Dist. Chandrapur [M.S.] Party No.1 and Sub Area Manager, W.C.L. Sasti Sub Area, PO. Sasti, Tah. Rajura, Distt. Chandrapur Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-22012/217/97/IR(CM-II) Dt. 19-8-1998 under clause (d) of sub-section (1) and sub section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the Management Sub Area Manager, WCL, Sasti, Tah. Rajura, Distt. Chandrapur in not reinstating a contract labour namely Sh. Pandhari Maroti Aknurwar is legal, proper and justified? If not, to what relief the workman is entitled and from which date? What other directions are necessary in the matter?"

3. The Petitioner Shri Pandhari Maroti Aknurwar has raised the dispute alleging that his termination was illegal. He ought to have been retrenched if the work was not available on paying the compensation. Similarly according to him it was also necessary for the management to reinstate him and since it failed to reinstate he has raised the dispute. On failure of the conciliation before ALC the present claim has been referred for adjudication to this Tribunal.

4. He has approached with the contention that he joined the service of the WCL Ballarpur Area at Sasti open caste as a Store Mazdoor through the contractor Shri Ramsevak Tiwari and worked continuously from December, 1994 to 26-7-1996. Initially he was paid Rs. 35 per day and later on it was increased to Rs. 40 per day. His services were terminated from 26-7-1996 without any notice, retrenchment compensation or the notice pay etc. According to him his termination is illegal and not justified. He was working against the permanent post as a Store Mazdoor having duties to carry the store materials by truck from Durgapur and Majri Area to fill the diesel in diesel pump, attend the store delivery and supplies, perform loading and unloading of oil barrels. He has completed 240 days in one calendar year presiding his termination and he

is entitled for regularization. Thus according to him the action of the management is illegal. He has prayed to reinstatement.

5. As against this the management appeared and resisted the claim saying that he was never appointed by the Western Coalfields Ltd., he never worked with them, they have regular appointment employees for the work connected with the stores according to it even the muster roll produced by them have no concern with it. It might have been even fabricated and therefore, they have prayed to reject the petition.

6. Both parties have adduced the evidence, the petitioner could not be cross-examined on behalf of the management nor the management witness though examined was not cross-examined by the petitioner due to their absence at the relevant time. The perusal of evidence and document indicates that there are permanent employees engaged from 1985 by the management for performing the work of the store, they have submitted the list of those workers alongwith their appointment orders etc. So far as the petitioner is concern it seems that some xerox copies of muster role are produced but they are not at all of the W.C.L. and they are also not originals. In fact they are not at all reliable. There is nothing to show that the petitioner was continuously working as alleged by him with the management and he was paid by it. Not a single document is produced to show that the payment was made by the W.C.L. or Respondent to him on any occasion. Similarly the contractor is not a party nor is examined as witness on behalf of the petitioner disclosing exact position. In my opinion there is no evidence to conclude or to prove that the petitioner and worked as a casual labour with the management Respondent No. 1. It is difficult to understand as to how relation as employer and workman was existing between them. In my opinion the petitioner is not entitled for any relief and the reference deserves to be rejected. Accordingly the reference stands as dismissed.

Hence this award.

Dated : 9-4-2007

A. N. YADAV, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2011

का.आ. 1234.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल नेशनल एनवायरनमेंट इंजीनियरिंग रिसर्च इन्स्टीट्यूट के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 55/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-4-2011 को प्राप्त हुआ था।

[सं. एल-42012/139/2004-आई आर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 7th April, 2011

**S.O. 1234.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 55/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of National Environmental Engineering Research Instt., and their workmen, which was received by the Central Government on 7-4-2011.

[No. L-42012/139/2004-IR (CM-II)]

D. S. S. SRINIWASA RAO, Desk Officer

#### ANNEXURE

**BEFORE SHREE J. P. CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/55/2005

Date: 25-3-2011

- Party No. 1 :** (a) The Director,  
National Environmental  
Engineering Research Instt.,  
Nehru Marg, Nagpur-440 020.  
(b) M/s. Manorama Construction,  
15/1, Double Storied Quarters,  
Nandanwan Housing Board  
Colony, Nagpur

#### Versus

- Party No. 2 :** Shri Mukund Madhukar Dangre,  
Shivam Society Ramkrishna Nagar,  
Ajni Square, Wardha Road,  
Nagpur-440 015.

#### AWARD

(Dated: 25th March, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947, (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of National Environmental Engineering Research Institute and their workman, Shri Mukund Madhukar Dangre for adjudication, as per letter No. L-42012/139/2004-IR(CM-II) dated 6-7-2005, with the following schedule:—

"Whether the demand of Shri Mukund Madhukar Dangre, a skilled contract worker for his reinstatement and regularization in the service of M/s. National environmental Engineering Research Institute, Nagpur (MS) is legal and justified? If yes, to what relief the workman concerned is entitled.

2. Being noticed, the workman, Shri Mukund Madhukar Dangre ("the workman" in short) filed his statement of claim and the management of NEERI ["the Party No.1(a)" in short] filed its written statement. The Party No.1(b), the contractor did not appear in the case.

3. The case of the workman, as projected in the statement of claim is that he was appointed in the office of the Party No.1 (a) on 19-10-1994 in the capacity of a skilled labour and he was entrusted with the work of the Accountant to keep the account of the organization of Party No. 1 (a) and he was orally terminated on 21-11-1998 without assigning any reason and alongwith him, 4 to 5 other candidates were also terminated and the Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur were pleased to grant stay order and those other candidates are still working in the same post with the Party No. 1 (a) and by oral enquiry, he came to know that due to change of contractor, he had been terminated. The further case of the workman is that during the tenure of his service, contractors were changed from time to time, but the workers were never replaced and the appointment of the contractor is a formal one and the same does not affect the working condition of the workers and it is settled law that ad-hoc employee cannot be replaced by another ad-hoc employee and the contract labour cannot be replaced by another contract labour and as he had put service of about 4 years, he is entitled to be regularized and as such, the termination of his service are illegal and invalid and he is entitled to continue in service and he filed an application before the Labour Commissioner (Central) for conciliation, but as the conciliation failed, report of failure of conciliation was submitted to the Central Government and the Central Government has referred the dispute to this Tribunal for adjudication. The further case of the workman is that though he was working as an Accountant in the office of the Party No. 1 (a), he was shown as a non-skilled labour and was paid salary of Rs. 40 per day, whereas the regular employee was getting Rs. 12,500 per month and therefore, he is entitled to get salary equal to the regular employee. The workman has prayed for his reinstatement in service, payment of difference of pay between his pay and the pay of a regular employees and back wages.

4. The Party No.1 (a) in its written statement has pleaded inter-alia that the workman was not appointed in its office as a skilled labour and the workman was not entrusted with the work of accountant to keep the accounts of the organization and the service of the workman was not terminated by it on 21-11-1998 and it has no control over the labours engaged by the contractor and the workman was engaged by the contractor, namely, M/s. Manorama Construction, Nagpur and as such, the workman himself only is able to tell the reasons for his alleged termination and no order has been passed by the Hon'ble High Court of Judicature of Bombay, Nagpur Bench, Nagpur granting stay regarding alleged termination of the labourers of the contractor and the work was awarded to the contractor basing on competitive tenders invited through press notification and work was awarded to those contractor, who was registered and holding the license under the contract labour (Regulation and Abolition Act 1970) and various agreements were entered into by it and Party No. 1 (b), to execute the work of cleaning of scientific equipments and apparatus etc. in the laboratory for maintenance of experimental and agricultural fields and for

the work related to sponsored project and it has no control over the labours engaged by the contractor and the Party No. 1 (b) had been awarded the work in October, 1996 for a specific period and the period of contract was extended from time to time and the last extension was given up to 30-9-2001 and it never interfered in the management of labourers and does not monitor the attendance of the workers engaged by the contractors and in view of such facts and circumstances, the workman cannot be compared with the regular employee of its institution and as such, the workman is not entitled for any relief. The specific plea of the Party No. 1 (a) is that it is one of the constituent establishment of the Council of Scientific Industrial Research (CSIR), New Delhi, which is a society registered under the Societies Registration Act, 1860 and it is purely engaged in scientific research development activities in the area of environmental science and engineering and undertakes various research projects of industrial importance and it is not involved in any industrial production or economic venture and as such, the Act is not applicable to it and the workman was engaged by the contractor and was also paid by the contractor and as such, there is no direct relationship of employee and employer between it and the workman and on that count, the reference is liable for rejection and the tenure of the contractor of Party No. 1(b) expired on 30-9-2001 and his workman was engaged by the contractor. There is no merit in the present reference.

5. It is necessary to mention here that the workman in support of his claim, filed his evidence on affidavit. However after filing of the affidavit, neither the workman nor his advocate appeared in the case since 18-11-2009, As after giving sufficient opportunity, the workman did not appear for his cross-examination, his evidence on affidavit was expunged. It is also necessary to mention here that the Party No. 1 (a) in support of its claim did not adduce any oral evidence. However, it has relied on documentary evidence in support of its claim.

6. It was submitted by the learned advocate for the Party No. 1 (a) that it is clear from the pleading of the parties and so also the documents filed by the Party No. 1 (a) that the workman was engaged by the contractor and so also paid by him and there was no master and servant relationship between the workman and the Party No. 1 (a) and as such, the reference is to be answered in negative.

7. Perused the record including the statement of claim, written statement and the documents filed by the parties. From the documents filed by the Party No. 1 (a), it is found that the contract was given by the Party No. 1 (a) to Party No. 1 (b) for engagement of labourers and the workman was engaged by the Party No. 1 (b) and as such, there was no master and servant relationship between the workman and the Party No. 1 (a). There is no evidence on record in support of the claim of the workman. There is also no rebuttal evidence on record to the documents filed by the Party No. 1 (a). Hence, it is ordered :

## ORDER

The demand of Shri Mukund Madhukar Dangre for his reinstatement and regularization in the service of M/s. National Environmental Engineering Research Institute, Nagpur (MS) is not legal and justified. The workman is not entitled for any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2011

का.आ. 1235.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल डब्ल्यू. सी. एल. एवं के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 13/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-4-2011 को प्राप्त हुआ था।

[सं. एल-22012/325/1994-आई आर (सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 7th April, 2011

S.O. 1235.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 13/1995) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of WCL and their workmen, which was received by the Central Government on 7-4-2011.

[No. L-22012/325/1994-IR (C-II)]

D. S. S. SRINIWASA RAO, Desk Officer

## ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/13/95

PRESIDING OFFICER : SHRI MOHD. SHAKIR HASAN

The Secretary,  
KKMP (Post Junnardeo ),  
Distt. Chhindwara (MP)

.....Workman/Union

## Versus

The Manager,  
Eklehra Colliery,  
Post Eklehra,  
Distt. Chhindwara (MP)

....Management

## AWARD

Passed on this 16th day of March, 2011

1. The Government of India, Ministry of Labour vide its Notification No. L-22012(325)/94-IR(C-II) dated 5-1-95 has referred the following dispute for adjudication by this tribunal :—

134861/11-19B



"Whether the action of the management of Eklehra Colliery of WCL Pench Area, PO Eklehra, Distt. Chhindwara MP in dismissing Shri Zadu S/o Balaji, Driller/Dresser of Eklehra Colliery of WCL, Pench Area from service w.e.f. 4-10-92 is justified? If not to what relief the worker is entitled to?"

2. The case of the workman/Union in short is that the workman Shri Jadu was appointed as Driller on 12-7-72. He was suffering from stomach disease since 1989 and was admitted in the company's hospital where he was operated but he did not feel any relief. He applied for employment of his son on the medical ground under the provision of NCWA. He was stopped from his duty w.e.f. 14-9-91. Later he was informed to appear before the Medical Board on 19-11-91 with papers of medical treatment. He was dismissed w.e.f. 14-9-91 but on objection by the Union he was allowed to resume his duty on 30-12-91. Again he was dismissed on 4-10-92 without giving any chargesheet and without any enquiry. It is submitted that the order of dismissal be set aside and the workman be reinstated with full back wages.

3. The management appeared and filed Written Statement to contest the reference. The case of the management, inter alia, that the workman was working as Dresser in Eklehra Colliery. He was unauthorized absent without any permission or sanction of leave w.e.f. 1-1-92 to 9-5-92. Prior to this also, he was unauthorized absence. Chargesheet was issued against him on 9-5-92. Prior to this also he was unauthorized absent. Chargesheet was issued against him on 9-5-92 of his absenteeism but he did not give any reply. The Disciplinary Authority initiated departmental proceeding and the Enquiry Officer was appointed. The Enquiry Officer gave notice to the delinquent workman but he did not appear on any day of the proceeding. Lastly the Enquiry Officer proceeded the enquiry *ex parte* and after conclusion submitted enquiry report holding him guilty of habitual unauthorized absence. The Disciplinary authority considering the report of the Enquiry Officer and the material on record passed the order of dismissal for having committed serious act of misconduct. It is stated that full opportunity was given to the workman but he himself had not availed the opportunity. However it is submitted that if the departmental enquiry is vitiated, the management be given opportunity to prove in court. On these grounds, the reference be answered in favour of the management.

4. On the basis of the pleadings, the following issues are settled for decision—

- I. Whether the enquiry is just, proper and legal?
- II. Whether the management is entitled to lead evidence before this Tribunal?
- III. Whether the charges of misconduct are proved on the facts of the case?
- IV. Whether the punishment is proper and legal?
- V. Relief and costs?

5. The workman/Union subsequently became absent in the reference. The then Tribunal proceeded the reference *ex parte* against the workman/Union on 12-6-07.

6. Issues No. I, II & III—

The then Tribunal has taken up as a preliminary issue as to whether the enquiry is just, proper and legal. After considering the departmental enquiry papers, considering the evidence and hearing the management, it is held that the enquiry was conducted against the workman legally and properly. Accordingly the Issue No. I was already decided on 25-3-08. The learned the then Tribunal has further held that Issue No. II and III have become infructuous as the enquiry conducted against the workman has been held just, proper and legal and has directed to adduce evidence on Issue No. IV and V only. Thus the issue Nos. II and III are accordingly already answered.

7. Issue No. IV and V—

No further evidence is adduced on the above issues. The departmental enquiry papers and the evidence adduced before the Enquiry Officer clearly show that the finding on habitual absenteeism of the workman is not perverse. Rather it is established that the workman was habitual unauthorized absentee without information. This shows that he was guilty of serious misconduct. I do not find any reason to interfere in the order of punishment awarded by the Disciplinary Authority. As such the workman is not entitled to any relief. The reference is accordingly answered.

8. In the result, the award is passed without any order to costs.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer  
नई दिल्ली, 7 अप्रैल, 2011

का.आ. 1236.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल एस. सी. सी. एल. एवं के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 3/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-4-2011 को प्राप्त हुआ था।

[सं. एल-22012/5/2005-आई आर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 7th April, 2011

S.O. 1236.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 3/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure, in the Industrial Dispute between the management of M/s. Singareni Collieries Co. Ltd. and their workmen, which was received by the Central Government on 7-4-2011.

[No. L-22012/5/2005-IR (CM-II)]

D. S. S. SRINIWASA RAO, Desk Officer



**ANNEXURE**  
**BEFORE THE CENTRAL GOVERNMENT**  
**INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,**  
**HYDERABAD**

**PRESENT : Shri VED PRAKASH GAUR,**  
 Presiding Officer

Dated the 9th of March, 2011

**INDUSTRIAL DISPUTE NO. 3/2006**

**BETWEEN:**

Sri Maddela Sanjeev,  
 H. No. 4-47, Indira Nagar,  
 Old Bus Stand, Near Govt. Hospital,  
 Mandamarri-504 231,

...Petitioner

**AND**

The General Manager,  
 M/s. Singareni Collieries Company Ltd.,  
 Mandamarri Division,  
 Mandamarri.

....Respondent

**APPEARANCES:**

For the Petitioner : M/s. A.K. Jayaprakash Rao,  
 K. Srinivas Rao, P. Sudha, T. Bal  
 Reddy, M. Govind., N. Sanjay, K.  
 Ajay Kumar & Venkatesh Dixit,  
 Advocates

For the Respondent : Sri M. Shankar Narayan, Advocate

**AWARD**

This petition has been registered in this Tribunal on the basis of reference received from Government of India, Ministry of Labour vide its order No. L-22012/5/2005-IR(CM-II) dated 8-11-2005 under Section 10(1)(d) of the I.D. Act, 1947 to adjudicate the dispute between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The term of reference is :—

**SCHEDULE**

“Whether the action of the General Manager, M/s. Singareni Collieries Company Ltd., Mandamarri Division, Mandamarri in terminating the services of Sh. Maddela Sanjeev, Coal Filler, RK-IA Inc., Mandamarri Divn., with effect from 26-8-1998 is legal and justified? If not, what relief the workman is entitled?” The reference is numbered in this Tribunal as I.D. No. 3/2006 and notices were issued to the parties.

2. The workman has submitted claim statement stating therein that he joined the service of Respondent company on 17-2-1989 as Floating badli filler, later on he was promoted as coal filler from 10-12-1995. He was working continuously in that position till the date of his dismissal vide order dated 24-11-1998. He has alleged that while working as coal filler he was served with charge sheet dated 5-12-1997 stating therein that workman remained absent from duty on a number of days during the year 1996 without information or without sanctioned leave which amount to misconduct under Company's Standing Order No. 25.25.

3. Petitioner submitted his explanation that he met with accident in January, 1996 and had taken treatment in company's hospital from 30-1-1996 to 15-2-1996. He further explained that in the month of April, 1996 Petitioner suffered with jaundice and he was taking treatment from company's hospital regularly. Since he did not get any relief from company's hospital treatment his family members shifted him to Karimnagar and he was treated with private doctor who issued medical certificates from time to time which was sent to the management.

4. Petitioner further submitted that in the year 1995 the workman was arrested by the police in Crime No. 145/1994 and he was remanded to judicial custody. He was tried by Hon'ble Asst. Session Judge, Adilabad and was acquitted in the case vide judgement dated 22-6-1998. In the year 1996 the Petitioner attended criminal case regularly in the month of August and he could not attend the duty. He gave intimation to the Respondent management and requested for sanction of the leave which was not sanctioned. Petitioner further alleged that in September, 1996 once again he suffered with jaundice. He requested for grant of the leave submitted sick certificate and was in the bonafide impression that the leave will be sanctioned to him. When he recovered from the sickness he reported for duty on 9-2-97 along with fitness certificate and he was permitted to join the duty and worked regularly, put in 105 musters in 1997 and 113 musters in 1998. But, to the utter surprise of the Petitioner he was served with the charge sheet and enquiry was ordered. During course of enquiry proper and fair opportunity was not given to the Petitioner. The Petitioner submitted copy of the sick certificate and copy of telegrams but the same were not marked as exhibits. The Enquiry Officer has based his finding on one sided evidence, the finding is perverse and wholly illegal. The Petitioner has been dismissed on the basis of perverse illegal finding which deserves to be quashed. The Petitioner has sought relief of reinstatement with full back wages. He has not filed any paper in support of his claim statement or allegations.

5. Respondent management has filed counter statement wherein it has been stated that during the year 1996 Petitioner put in only 49 musters and remained absent habitually from the duties on other working days which constituted misconduct under Company's Standing Order No. 25.25 for which he was served with charge sheet dated 5-12-1997. The workman acknowledged the charge sheet. An enquiry was ordered and held on 18-12-1997 wherein workman Sri M. Sanjeev participated. He was given opportunity to conduct his defence.

6. The Petitioner workman accepted before the Enquiry Officer that he could not attend duty in the year 1996 due to family problems. The police involved the Petitioner in a criminal case, he was required to attend the enquiry and court proceeding hence, he could not be regular in the duty and assured the Enquiry Officer that he will remain regular in future.

7. It is further alleged that a copy of enquiry report was supplied to the Petitioner asking him to make a representation if any against the enquiry report. Petitioner submitted his representation but did not raise any objection against the finding of the Enquiry Officer.

8. It has further been alleged that Petitioner was expected to put in 190 musters in a calendar year but he has failed to put in sufficient number of musters in any of the calendar years from 1994 to 1997. He put in 51 musters in 1994, 53 musters in 1995, 49 musters in 1996 and 96 musters in 1997. It has been alleged by the Respondent that the attendance of the workman was not satisfactory for continuous 4 years as he failed to improve his attendance even after the issuance of the charge-sheet he was dismissed from the service. The punishment is not excessive.

9. The Respondent management has filed carbon copy of charge-sheet dated 5-12-1997 and original enquiry proceeding wherein the statement of the management witness and that of the charge sheeted employee is recorded, enquiry report, punishment order and representation of the Petitioner.

10. In this case since domestic enquiry was conducted, before passing of the punishment question of legality and validity of the domestic enquiry was considered before hearing the parties under Sec. 11A of the Industrial Disputes Act, 1947 and by the order dated 20-7-2010 this Tribunal held the domestic enquiry conducted by the management to be legal and valid.

11. I have heard counsels for both the parties under Sec. 11A of the Industrial Disputes Act, 1947. It has been argued by Learned Counsel for the workman that Petitioner workman has filed medical certificates before the Enquiry Officer which has not been considered by the Enquiry Officer and thus, the finding of the Enquiry Officer is perverse. He has further argued that the Petitioner workman was held up and due to involvement in a criminal proceeding against him in the court of Asst. Sessions Judge, he could not attend duty during 1996. These material facts have not been considered by the Enquiry Officer as such, the punishment of the dismissal from service is disproportionate and deserves to be quashed. As against this argument, Learned Counsel for the Respondent has argued that Petitioner workman remained absent for 204 days during the entire period of January, 1996 to December, 1996. Though the Petitioner workman has stated in the claim statement that he remained hospitalized from 30-1-1996 to 15-2-1996 this contention is not correct because in the month of February the Petitioner was absent for two days i.e., on 17th and 26th February and in the month of January he remained present but for the 1st January, 1996, as such, the Petitioner's contention that he was hospitalized from 30-1-1996 to 15-2-1996 is totally incorrect and baseless contention. This itself proves that Petitioner has not come with the clean hands nor he has presented the correct facts before this Tribunal. Again the Petitioner has contended

that he remained sick in the month of April, 1996 due to jaundice and he could not attend to his duties. This fact is also incorrect because in April, 1996 Petitioner was absent only for 11 days and that too on different dates, i.e., on 4th, 8th, 11th and from 22nd to 30th April. The presence of the Petitioner on rest of the days as stated by the management witness Sri M.V.G.V. Krishna Rao, P.O.A., and Sri K. Rama Rao, Paysheet clerk prove that the Petitioner has not presented correct facts before this Tribunal. Petitioner examined himself before the Enquiry Officer and he has stated before the Enquiry Officer that in the month of March, 1996 and from April, 1996 to September, 1996 he remained absent due to family problems and from October, 1996 to February, 1997 he suffered with jaundice for which he has produced the medical certificates. Even if the medical certificate has not been marked by the Enquiry Officer it makes no difference because the Petitioner has stated that he remained sick from jaundice from October, 1996 to December, 1996, he has not disclosed this fact in the claim statement filed by him. Non-disclosure of the fact that the Petitioner suffered from jaundice in October and remained sick up to February, 1997 proved that Petitioner has not come with the clean hands as he has not presented true facts for his absence for the month of January and February.

12. I have considered above argument of both the counsels for the parties and I have gone through the record and enquiry proceeding as well. This Tribunal has to consider :

(I) Whether the action of the management of M/s. Singareni Collieries Company Ltd., in terminating the services of the Petitioner workman w.e.f. 26-8-1998 is legal and justified or not?

(II) To what relief if any the workman is entitled?

13. **Point No.(I):** It is undisputed fact that the Petitioner has put in only 49 musters during the year 1996 and has remained absent for 204 days. The Petitioner's contention is that he remained absent and was in company's hospital from 30-1-1996 to 15-2-1996 whereas the documents produced by the management and the charge-sheet proved that during that period the Petitioner was present and has attended to his duty as such, the claim of the Petitioner that he remained sick and was hospitalized from 30-1-1996 to 15-2-1996 is totally baseless and incorrect and no credence can be given to the Petitioner for his alleged explanation for his absence for the months of January and February. He has further stated that he fell sick in the month of April but during course of enquiry he has stated that he remained absent due to family problem in the month of April. This prove that the Petitioner has not come with clean hands and correct facts before this Tribunal. The Petitioner has contended that he was involved in a criminal case in the year 1995 and remained in judicial custody. However, no charge-sheet has been issued to the Petitioner for his absence for the year 1995. The Petitioner was charge sheeted for the absence in the year 1996. What made the

Petitioner to remain absent for 204 days has not been explained by the Petitioner and whatever explanation he has given is either incorrect or has been given just to mislead the Enquiry Officer as well as this Tribunal. If the Petitioner was suffering with jaundice then why he did not disclose this fact before the Enquiry Officer? He has stated that he remained sick and was suffered with jaundice from October, 1996 to February, 1997 for which he has produced medical certificate. In that case the finding of the Enquiry Officer was that Petitioner was absent without any reasonable and sufficient cause can not be faulted with. Even if it is accepted that Petitioner remained absent in the month of October to December he has not been able to explain for his absence from January to September i.e., 30-9-1996 he has admitted that he has not sought any leave nor has informed to the management about his absence. This prove that the Petitioner workman remained absent without any sanctioned leave or permission from duty for more than 204 days and this is a grave misconduct under company's Standing Order No. 25.25. There is no perversity in the finding of the Enquiry Officer as already held by this Tribunal and no fault can be found in the finding arrived at by the Enquiry Officer. This Tribunal is also of the opinion that the Petitioner has remained absent from January, 1996 to September, 1996 i.e., 30-9-1996 without any sufficient cause or permission, without any prior and sanctioned leave or without any intimation to the management which is a serious misconduct and management has not committed any illegality or has not exceeded its jurisdiction in terminating the services of the Petitioner. The termination order is neither illegal nor justified. Point No. (I) is answered accordingly.

**14. Point No. (II) :** The Petitioner workman was absent without any leave or intimation for 204 days during the year 1996, his previous attendance was also not satisfactory as alleged by the Respondent management in the counter statement filed by them. The dismissal order passed by the management is neither excessive nor disproportionate. Petitioner is not entitled for any relief and Petition deserves to be dismissed. Petitioner does not deserve any leniency or sympathy from this Tribunal. Point No. (II) is decided accordingly.

**15.** From the above discussion, this Tribunal is of the opinion that Petition deserves to be dismissed and Petitioner is not entitled for any relief. Accordingly petition dismissed. Hence, this award.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 9th day of February, 2011.

VED PRAKASH GAUR, Presiding Officer

#### Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

#### Documents marked for the Petitioner

NIL

#### Documents marked for the Respondent

NIL

नई दिल्ली, 7 अप्रैल, 2011

का.आ. 1237.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बी. बी. एम. बी. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 1322/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-4-2011 को प्राप्त हुआ था।

[सं. एल-23012/5/2006-आई आर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 7th April, 2011

**S.O. 1237.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1322/2007) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of BBMB, and their workmen, which was received by the Central Government on 7-4-2011.

[No. L-23012/5/2006-IR (CM-II)]

D. S. S. SRINIWASA RAO, Desk Officer

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

**Present :** Shri A. K. RASTOGI, Presiding Officer

**Case No. I.D. 1322/2K7**

Registered on 16-7-2007

Sh. Partap Singh S/o Shri Hari Singh C/o R. K. Singh Parmar, Genl. Secy., Pb. INTUC, H. No. 211-L, Brari, P.O. Partap Nagar, Nangal Dam, Distt. Ropar.

...Applicant

#### Versus

The Executive Engineer, O & M Division, BBMB, Dhulkot, Ambala (Haryana).

..... Respondent

#### APPEARANCES

For the workman	Sh. R.K. Singh Parmar, AR for workman
For the Management	Mrs. Amandeep Kaur, Law Officer.

**AWARD**

Passed on 24th March, 2011

Central Government vide Notification No. L-23012/5/2006/IR(CM-II)) Dated 29-6-2007 by exercising its powers under Section 10 Sub-section (I) Clause (d) and Sub-section 2(A) of the Industrial Disputes Act, 1947 (hereinafter referred to as Act) has referred the following Industrial dispute for adjudication to this Tribunal :—

“Whether the action of the management of BBMB, Dhulkot in terminating the services of Shri Partap Singh Gardener w.e.f. 27-6-2005 is legal and justified? If not, to what relief is the workman entitled and from which date?”

The workman has claimed his reinstatement with full back wages and continuity of service with the allegations that he remained in the employment of the management since 7-1-1985 in different capacities for different periods. Earlier his services had been terminated on 16-2-1988. In reference No. 177/90 he was allowed reinstatement without any continuity of service and back wages. In terms of the award in the reference, he was allowed to join duty with effect from 1-11-2004 but on 27-6-2005 he was again retrenched without issuing any notice as per standing orders and without paying the due amount of retrenchment compensation. He has alleged violation of Section 25F and 25N of the Act and has alleged unfair labour practice also.

The claim was contested by the management. It was alleged that the workman had been directed to join his duties. under S.D.O. Construction Sub-Division, Chandigarh as unskilled labour on daily rated basis as per D.C. rates as per award and not as Chowkidar. He had joined the duties for the construction of 66 K.V. Sub-Station, Sector 47, Chandigarh on turnkey on cost plus basis. The said work was got executed by the BBMB on the request from S.E./Electricity, U.T. Chandigarh, from different contractors. The said work was taken over on temporary basis by U.T. Chandigarh from Chief Engineer/T.S. BBMB, Chandigarh on 22-6-2005. On completion of said work and after complying with the I.D. Act, the services of the workman were terminated w.e.f. 27-06-2005. As per standing orders only 10 days notice was required. He had not been in continuous service for 240 days in preceding 12 months hence; compliance of Section 25F was not required. Yet he was paid one month wages in lieu of notice along with retrenchment compensation. The daily rated employees have no vested right to be appointed against the regular post. The case of workman has no merits and is liable to be rejected.

The workman did not file any affidavit in support of his case. An affidavit and certain papers however, filed by the management.

During the proceedings the workman sought time for amendment of claim statement twice and ultimately

today on 24-3-2011 he moved an application for withdrawing the present reference on technical grounds with a right to file the fresh petition. Obviously workman is not interested in pursuing his claim. Hence reference is answered against him. He is not entitled to any relief. Let two copies of award after due compliance be sent to the Central Government for further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer

शुद्धि-पत्र

नई दिल्ली, 13 अप्रैल, 2011

का.आ. 1238.—भारत के राजपत्र, भाग II, खंड-3, उप-खंड (ii) में दिनांक 6 दिसम्बर, 2010 को का. आ. 3104 द्वारा प्रकाशित श्रम और रोजगार मंत्रालय की अधिसूचना में पृष्ठ 9006 के पैरा 4 में पंक्ति संख्या 4 में दिनांक 1-8-2010 के स्थान पर दिनांक 31-3-2007 प्रतिस्थापित किया जाएगा।

[ फा. सं. एस-35017/05/2010-एस एस-II ]

एस. डी. जेवियर, अवर सचिव

**CORRIGENDUM**

New Delhi, the 13th April, 2011

S.O. 1238.—In the Notification of the Ministry of Labour and Employment published in the Gazette of India, Part II Section 3 Sub-section (ii) vide number S.O. 3104 dated 6th December, 2010 of page 9006 in para 4, in line No. 4 in the said notification for the date 1-8-2010, the date 31-3-2007 shall be substituted.

[F. No. S-35017/05/2010-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 18 अप्रैल, 2011

का.आ. 1239.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 मई, 2011 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय 5 और 6 [ धारा 76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं ] के उपबंध पंजाब राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

क्रम सं.	राजस्व क्षेत्र	तहसील	जिला
1.	नगर परिषद्, नंगल की सीमाओं के अन्तर्गत आने वाले क्षेत्र	नंगल	रूप नगर

[ सं. एस-38013/39/2011-एस एस-1 ]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 18th April, 2011

**S.O. 1239.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st May, 2011 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Punjab namely :—

Sr. No.	Name of Revenue	Tehsil	District
1.	Areas within the limits of Municipal Council, Nangal	Nangal	Roopnagar

[F.No.S-38013/39/2011-S.S.-I]

S. D. XAVIER, Under Secy.

नई दिल्ली, 18 अप्रैल, 2011

**का.आ. 1240.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 मई, 2011 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी हैं) अध्याय 5 और 6 [धारा 76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबंध पंजाब राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

क्रम सं.	राजस्व क्षेत्र	तहसील	जिला
1	नगर पालिका क्षेत्र, फरीदकोट तथा फरीदकोट ग्रामीण (1 से 5) हदबस्त संख्या 75	फरीदकोट	फरीदकोट

[फा. सं. एस-38013/38/2011-एस एस-1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 18th April, 2011

**S.O. 1240.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st May, 2011 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Punjab namely :—

Sr. No.	Name of Revenue	Tehsil	District
1.	Areas within the limits of Municipal Committee, Faridkot and Faridkot Rural (I to V), Hadbast No. 75	Faridkot	Faridkot

[F.No.S-38013/38/2011-S.S.-I]

S. D. XAVIER, Under Secy.

नई दिल्ली, 18 अप्रैल, 2011

**का.आ. 1241.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 मई, 2011 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी हैं) अध्याय 5 और 6 [धारा 76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबंध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

केन्द्र	के अंतर्गत आने वाले राजस्व गाँव
तिरुनेलवेली जिला	पिरान्चेरी
तिरुनेलवेली तालुक	
पिरान्चेरी	

[फा. सं. एस-38013/37/2011-एस एस-1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 18th April, 2011

**S.O. 1241.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st May, 2011 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Tamil Nadu namely :—

Centre	Area comprising the Revenue village of
Pirancheri	1. Pirancheri
Tirunelveli Taluk	
Tirunelveli District	

[F.No.S-38013/37/2011-S.S.-I]

S. D. XAVIER, Under Secy.